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Attorneys for Plaintiff, Debby Mendez
Our File No. 990.22450/FXG

DEBBY MENDEZ,	:	UNITED STATES DISTRICT
	:	COURT
Plaintiff,	:	DISTRICT OF NEW JERSEY
	:	
v.	:	Civil Action No.:
	:	09-cv-01155 (WJM)
AMERICAN GENERAL LIFE	:	
INSURANCE COMPANY,	:	<u>Joint Stipulation of Facts</u>
	:	
Defendant.	:	

Plaintiff, Debby Mendez ("Debby Mendez" and/or "plaintiff")
and defendant American General Life Insurance Company ("American
General" and/or "defendant"), by and through their undersigned counsel,
hereby stipulate that the following facts are undisputed.

1. American General issued Renewable Level Benefit Term Life
Policy No. YM00399650 (hereinafter the "Policy") insuring the life of Jorge
Mendez (hereinafter sometimes referred to as "Mendez"), effective
December 6, 2006.

2. On April 15, 2007, American General contacted Mendez

informing him that the Policy was terminated due to a failure to pay premiums. American General informed Mendez to contact American General for information regarding reinstatement of the Policy.

3. The plaintiff contends that American General's notice means that the Policy had lapsed, i.e., the life insurance benefits had ended, but contends that the Policy itself had not terminated.

4. On April 26, 2007, Jeffrey Greenberg of PGA Financial Group forwarded Jorge Mendez's Reinstatement Application to American General.

5. On May 8, 2007, as described below, Jorge Mendez supplemented his answers in the Reinstatement Application.

6. Based on Jorge Mendez's answers to the questions in the Reinstatement Application (and payment of back premiums due), American General reinstated the Policy.

7. Jorge Mendez died on March 12, 2008 (according to a Proof of Death Statement filed by Debby Mendez).

8. Plaintiff, Debby Mendez, is an adult resident and a citizen of the State of New Jersey, having her residence at 42 Maple Street, Chatham, New Jersey 07928.

9. Plaintiff, Debby Mendez, is named the primary beneficiary of the Policy and has made claim for payment of the life insurance benefits under the Policy.

10. Plaintiff, Debby Mendez, seeks payment of the death benefit of \$1.2 million under the Policy on account of the death of the insured, Jorge Mendez, on March 12, 2008.

11. American General contends that Jorge Mendez made material misrepresentations in his Reinstatement Application for the Policy concerning his health and medical history, representations upon which American General reasonably relied in agreeing to reinstate the Policy.

12. Based on what American General contends are those material misrepresentations, American General denied plaintiff's claim and rescinded the Policy.

13. Plaintiff denies that the representations made by Jorge Mendez in the Reinstatement Application were false and contends that at the time the Reinstatement Application was completed by Jorge Mendez, the representations were true and accurate to the knowledge of Jorge Mendez. She contends that Mendez's entitlement to reinstatement of the insurance, i.e., the life insurance benefits, is controlled by the policy terms and conditions, and that the insurance is automatically restored after lapse upon submission of the Reinstatement Application to American General.

14. A controversy exists between the parties hereto requiring a declaration from this Court as to the rights and obligations of the parties.

15. This Court has subject matter jurisdiction over this matter

pursuant to 28 U.S.C. §1332 based upon the diversity of citizenship of the parties and the amount in controversy exceeding \$75,000.

16. Venue lies within this District under the provisions of 28 U.S.C. §1391(a) because a substantial part of the events and omissions giving rise to the claim occurred within this district and because one or more of the defendants resides within this district.

17. On September 26, 2006, the decedent, Jorge Mendez, submitted a Term Insurance Application to American General Life Insurance Company seeking issuance of a life insurance policy in the amount of \$1.2 million.

18. Part A of the application was executed in Livingston, New Jersey. Part B of the application was executed in Chatham, New Jersey.

19. On December 6, 2006, American General issued Renewable Term Level Benefit Term Life Policy No. YM00399560 insuring the life of Mendez. A true copy of the Policy is attached hereto as Exhibit A.

20. On April 15, 2007, American General contacted Mendez informing him that the Policy was terminated due to a failure to pay premiums. American General informed Mendez to contact American General for information regarding reinstatement of the Policy.

21. A true and correct copy of an April 15, 2007 letter sent to Mendez, advising him of the foregoing, is attached hereto as Exhibit B.

22. On April 20, 2007, Mendez executed a Reinstatement Application for Life Insurance, which was submitted to American General on April 26, 2007. A true and correct copy of the Reinstatement Application that was forwarded to American General by PGA Financial on April 26, 2007 is included in Exhibit C.

23. On May 2, 2007 American General forwarded a letter to Jorge Mendez acknowledging receipt of his request to reinstate the life insurance contract and advising that it was unable to complete his request until such time as he responded to Question No. 4 on Page 2, Section II-B. Though the parties disagree on whether the entire Reinstatement Application was sent, they agree that a copy of Page 2, Section II-B that included Question No. 4, was attached to the May 2, 2007 letter. Mr. Mendez was instructed to answer Question No. 4 using ink and date the changes. A true copy of the American General May 2, 2007 letter and Page 2, Section II-B of the Reinstatement Application (blank as to Question No. 4 at time of receipt) that included Question No. 4 is attached hereto as Exhibit D.

24. On May 7, 2007 Jorge Mendez completed, dated and initialed his response to Question No. 4, and resubmitted Pages 1 and 2 of the Reinstatement Application, which were forwarded to American General on May 8, 2007 by PGA Financial. A true copy of the Pages 1 and 2 forwarded, along with the PGA Financial cover document, are attached

hereto as Exhibit E.

25. In his response to Question No. 4 on Page 2, Section II-B of the Reinstatement Application, Jorge Mendez wrote:

“2/8/06 physical/no findings

all normal JM 5/7/07”

26. Jorge Mendez was examined by Dr. Lloyd Alterman on February 8, 2006. A true copy of Dr. Alterman's report of February 8, 2006 is attached hereto as Exhibit F.

27. In reliance upon Mendez's answers and each and every statement and representation made by Mendez in the Reinstatement Application as to his health and medical condition which answers were material to the risk, on May 24, 2007 American General reinstated the Policy.

28. On March 18, 2008, American General received a Proof of Death Claimant's Statement from plaintiff, Debby Mendez, who stated that Mendez had died on March 12, 2008 as a result of a brain tumor.

29. American General conducted an investigation regarding the representations made by Jorge Mendez as set forth in the Reinstatement Application.

30. American General learned that on April 24, 2007, Mendez had visited Dr. John Dokko, DO, at Summit Medical Group. The report of Dr.

Dokko concerning his evaluation and recommendation of an MRI is attached hereto as Exhibit G.

31. American General learned that on April 27, 2007 Jorge Mendez underwent an MRI that evidenced a mass within the left frontal lobe of Mendez's brain. The report of Dr. Amir Salomon dated April 27, 2007 concerning the results of the MRI is attached hereto as Exhibit H.

32. Debby Mendez represents that on April 29, 2007 Jorge Mendez was informed by Dr. Dokko of the results of the MRI as contained in the report of Dr. Salomon.

33. American General learned that on April 30, 2007 Mendez was evaluated by Dr. Otakakar R. Hubschmann, M.D., F.A.C.S. Dr. Hubschmann rendered his impression that Jorge Mendez had a large tumor of all probability a glioblastoma. Dr. Hubschmann recommended radical resection as a course of action. A true copy of Dr. Hubschmann's report dated May 4, 2007 is attached hereto as Exhibit I.

34. On May 2, 2007, Mendez was seen by Dr. Philip H. Gutin, M.D. Dr. Gutin diagnosed Mr. Mendez as having a glioblastoma. Dr. Gutin recommended a right frontal burr hole and stereotactic biopsy of the corpus callosum mass. A true copy of Dr. Gutin's report dated May 2, 2007 is attached hereto as Exhibit J.

35. On May 4, 2007 Mendez underwent a neurological consultation

by Dr. Richard M. Hodaosh, M.D., F.A.C.S. Dr. Hodaosh diagnosed Jorge Mendez with a probable high-grade glioma left frontal area. Dr. Hodaosh recommended surgery to remove as much of the tumor as possible. A true copy of the report dated May 4, 2007 of Dr. Hodaosh is attached hereto as Exhibit K.

36. On May 14, 2007, Mendez was examined again by Dr. John Dokko, DO, to obtain a medical clearance for an upcoming debulking procedure with biopsy of a large left frontal mass extending into the right hemisphere. A true copy of the report of Dr. John Dokko dated May 14, 2007 is attached hereto as Exhibit L.

37. On May 17, 2007 Jorge Mendez underwent a surgical procedure for removal of the mass identified in the MRI report of Dr. Salomon. The Surgical Pathology Report of John-Paul Bouffard, M.D. dated May 17, 2007 is attached hereto as Exhibit M.

38. Following his surgical procedure, on May 17, 2007 Jorge Mendez was informed that the mass identified in the MRI and noted in the report of Dr. Salomon dated April 27, 2007 was in fact a brain tumor, specifically a glioblastoma.

39. Jorge Mendez did not disclose to American General the change in his health, or the physicians with whom he consulted, after he had submitted the Reinstatement Application that he dated and executed on

April 20, 2007, which was submitted to American General via facsimile on April 26, 2007, or after he submitted his response to Question No. 4 on May 7, 2007, which PGA Financial forwarded to American General on May 8, 2007.

40. Based upon the answers submitted by Mendez in the Reinstatement Application, American General reinstated the Policy on May 24, 2007.

41. If American General had known of the change in the health of Jorge Mendez, it would not have reinstated the Policy.

The foregoing facts are stipulated by the parties to be true.

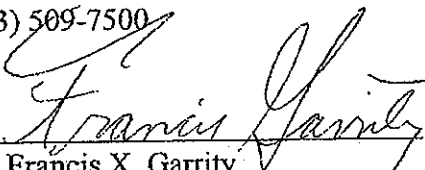

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By:  Francis X. Garrity	By:  Kevin C. Donovan
Dated: <u>March 2, 2010</u>	Dated: <u>March 2, 2010</u>

EXHIBIT A

AMERICAN GENERAL LIFE Insurance Company

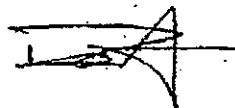
2727-A Allen Parkway, Houston, Texas 77019 1-800-487-5433

American General Life Insurance Company, a stock company, referred to in this policy as we/us/our, will pay the benefits of this policy subject to its provisions. This page and the pages that follow are part of this policy.

Signed at our home office at 2727-A Allen Parkway, Houston, Texas 77019.

Elizabeth M. Tuck

Secretary



President

READ YOUR POLICY

This policy is a legal contract between the owner and American General Life Insurance Company. Read your policy carefully.

RIGHT TO RETURN POLICY

The owner may return this policy to us at the above address or to the agent from whom it was purchased within 30 days after receipt. This policy will then be cancelled as of its date of issue and any premium paid will be refunded.

Renewable Level Benefit Term Life Policy
Premiums Payable During Term
Insurance Payable in Event of Death Prior to Final Expiry Date
New Policy Option

Adjustable Premium

No Dividends
Re-Entry Option

LTC 2000AG.1

YM00399650



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See Supplemental Benefit Pages For Riders, If Any.

POLICY SPECIFICATIONS

Insured	Jorge Mendez	Policy Number	YM00399650
Face Amount	\$1,200,000	Date of Issue	December 6, 2006
Sex	MALE	Age at Issue	51
Underwriting Class	Standard Non-Tobacco		

SCHEDULE OF BENEFITS AND PREMIUMS

Benefits	Benefit Amounts	Annual Premium	Years Payable
Life Insurance	\$1,200,000	\$3,986.00	15 Years*

Total Initial Annual Premium	\$3,986.00
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Premiums payable other than annually are equal to a percentage of the annual premium. These percentages are shown on page 4. Premiums for this policy are initially payable at Monthly intervals. The first Monthly premium is \$348.78.

*Annual renewal premiums are shown in the table of premiums on page 4. On the fifteenth policy anniversary and any later policy anniversary we have a right to change the premium. See the Right To Change Premium provision.

Expiry dates. The initial expiry date is December 6, 2021. Subsequent expiry dates will occur at the end of each one year renewable term period. The final expiry date is December 6, 2050.

New Policy Option. This policy may be exchanged for a new policy as specified in the New Policy Option provision. This option is available until the fifteenth policy anniversary, provided the insured is age 75 or less on the date of exchange.

Re-Entry Option. This policy may be exchanged for a new policy as specified in The Re-Entry Option provision. This option is available only on the fifteenth policy anniversary, provided the insured is age 75 or less on the date of exchange.

TABLE OF PREMIUMS

Policy Year	Current Annual Life Insurance Premium	Maximum Annual Life Insurance Premium	Policy Year	Current Annual Life Insurance Premium	Maximum Annual Life Insurance Premium
1-15	\$3,986.00	\$3,986.00	30	\$224,858.00	\$224,858.00
16	\$52,538.00	\$56,210.00	31	\$246,098.00	\$246,098.00
17	\$56,978.00	\$62,114.00	32	\$270,098.00	\$270,098.00
18	\$61,694.00	\$68,450.00	33	\$297,146.00	\$297,146.00
19	\$67,058.00	\$75,362.00	34	\$326,714.00	\$326,714.00
20	\$73,634.00	\$83,162.00	35	\$358,130.00	\$358,130.00
21	\$81,470.00	\$93,434.00	36	\$390,770.00	\$390,770.00
22	\$90,338.00	\$102,194.00	37	\$424,346.00	\$424,346.00
23	\$100,178.00	\$113,908.00	38	\$458,186.00	\$458,186.00
24	\$110,918.00	\$127,058.00	39	\$492,746.00	\$492,746.00
25	\$133,562.00	\$141,170.00	40	\$528,506.00	\$528,506.00
26	\$156,194.00	\$156,194.00	41	\$566,066.00	\$566,066.00
27	\$171,986.00	\$171,986.00	42	\$606,650.00	\$606,650.00
28	\$188,378.00	\$188,378.00	43	\$651,962.00	\$651,962.00
29	\$205,778.00	\$205,778.00	44	\$709,610.00	\$709,610.00

The premiums shown above are annual life insurance premiums. Premiums payable other than annually are computed by multiplying the applicable annual premium by the premium percentages shown below.

Premium Interval	Premium Percentage
Semi-annual	52.00%
Quarterly	26.50%
Monthly (Pre-authorized checking)	8.75%

DEFINITIONS

Age or attained age means the insured's age nearest birthday at the beginning of a policy year.

Policy months, policy years, and anniversaries. The first policy year begins on the date of issue shown on page 3. Subsequent policy months, years and anniversaries will be measured from that date.

Nontobacco means the insured has not smoked or used any tobacco products during the 12 months prior to a request for a decrease in premium.

PAYMENT OF PROCEEDS

Proceeds will be payable on the date of the insured's death. This policy will terminate upon the earlier of (1) the date of the insured's death, or (2) the final expiry date.

Upon receipt of due proof of the insured's death, we will pay the insured's beneficiary the face amount. We will add to the face amount the part of any premium paid for the period beyond the policy month in which the insured's death occurs. If death occurs during the grace period of an unpaid premium, an amount equal to one month's premium will be deducted from the proceeds.

Due proof of the insured's death will consist of proof of the claimant's interest in the proceeds and a certified copy of the death certificate of the insured.

Interest as required by law will be added to the proceeds payable under this policy.

SUICIDE

In the event of the suicide of the insured, while sane or insane, within two years from the date of issue, our liability will be limited to the premiums paid.

INCONTESTABILITY

Except for nonpayment of premiums, we will not contest this policy after it has been in force during the lifetime of the insured for two years from the date of issue.

We will not contest a reinstatement after the reinstatement has been in force during the lifetime of the insured for two years from the date of reinstatement. If we contest a reinstatement, we will contest only statements made in the reinstatement application.

PREMIUM PAYMENT

The first premium is due on the date of issue and is payable at our home office or to an authorized agent. Insurance will not take effect before this premium is paid. Later premiums are due and payable at the intervals and for the period shown on page 3, while the insured is alive. Later premiums may be sent to our home office or given to an authorized agent in exchange for a receipt signed by one of our officers. Premiums may be paid at other intervals if such intervals are available on the date the owner requests to change the premium interval.

Any premium, after the first, not paid on or before its due date will be in default. Such due date will be the date of default.

GRACE PERIOD

A 31 day grace period, without interest charge, is allowed for the payment of each premium after the first. This policy will stay in force during this period. If we have not received the premium at our home office with the remittance postmarked no later than the date on which the grace period ends, this policy will lapse and insurance will end at the end of the Grace Period.

REINSTATEMENT

If this policy lapses, it may be reinstated within five years after the date of default. We will require the insured to submit evidence of insurability which is satisfactory to us.

Reinstatement will also be subject to payment of the premium for the grace period with interest at the rate of 6% per year compounded annually plus the premium due for the current policy month.

RIGHT TO CHANGE PREMIUM

We reserve the right to change the premium for this policy on the policy anniversary specified on page 3 and on any later policy anniversary, subject to the following terms:

1. The premium will not exceed the applicable maximum premium shown on page 4.
2. Any change in premium will apply to all insureds with the same benefits and provisions who have the same date of issue, age at issue, sex and underwriting class. We will not change the premium because of a change in an insured's health, occupation or avocation.
3. Any change in premium will take effect only after 30 days' prior notice to the owner of this policy.
4. Any change in premium will be based solely on changes in our future expectations as to investment earnings, mortality, persistency, expenses and reinsurance costs. We will not recoup prior losses, if any, nor distribute prior gains, by changing the premium.
5. Any change in premium will be determined in accordance with procedures and standards on file with the Insurance Department.

This provision does not apply to any rider attached to this policy.

NEW POLICY OPTION

This option is available by written request at any time during the period specified on page 3.

We will make a permanent individual life policy available for exchange. This policy may be exchanged for such policy on the insured if no premium is in default and the insured does not qualify for waiver of premium benefits under this policy. We will not require the insured to submit evidence of insurability. The date of exchange will be the date requested by the owner.

The new policy will be issued as of the date of exchange based on the insured's age on that date and the premium rate then in use. The face amount of the new policy may not exceed the face amount of this policy on the date of exchange. The insured's underwriting class will be based on the underwriting class of this policy. The suicide and contestable periods of the new policy will be measured from the date of issue of this policy.

Any benefits or riders in force under this policy on the date of exchange and available for issue to the insured's underwriting class under the new policy will be included in the new policy.

RENEWAL OPTION

This policy may be renewed without evidence of insurability on each expiry date for an additional renewal term period. Renewal premiums are shown on page 4.

The first premium for a new term will be due at the end of the previous term. This policy will renew if this premium is paid within the grace period. Premiums for the new term will be due and payable at the intervals then in effect for this policy.

No term period will extend beyond the final expiry date shown on page 3.

RE-ENTRY OPTION

This option is available only on the date of exchange specified on page 3. We agree to exchange this policy for a new renewable level term policy on the life of the insured. We will require evidence of insurability satisfactory to us. Such evidence will be paid for by us and will be based on our then current underwriting rules.

Exchange will be subject to the following terms:

1. A properly completed application must be submitted to us within 60 days prior to the date of exchange, along with payment of the first premium for the new policy.
2. This policy must be in full force and all premiums due prior to the date of exchange must be paid. Insurance under this policy will cease when this policy is exchanged.
3. The age at issue for the new policy will be the age of the insured on the date of exchange.
4. The new policy will be on the same plan of insurance as this policy. The date of issue of the new policy will be the date of exchange. The face amount of the new policy may not exceed the face amount of this policy and must meet or exceed the minimum then in effect for the plan elected.
5. Any benefits or riders in force under this policy on the date of exchange will be included in the new policy.
6. The new policy will not have a suicide provision.
7. The contestable period of the new policy will start on the date of exchange, with respect to the evidence of insurability used to qualify the insured for the new policy. However, we may contest only the difference between the face amount of the new policy and the face amount that the premium for the new policy, excluding the premium for any riders, would have purchased on the date of exchange had this policy remained in force.
8. The premium rates for the new policy will be our then current rates applicable to a new purchase of the plan elected.

APPLICATION FOR A CHANGE IN UNDERWRITING CLASS

At any time after the date of issue the owner can apply to have the insured's underwriting class improved subject to the following:

1. The owner can apply for nontobacco premium rates if the insured has not used any tobacco products during the 12 months prior to the date a request is received for such rates.
2. We will require evidence of insurability satisfactory to us. Such evidence will be paid for by us, will be based on our underwriting rules in effect at the time of the change and may involve criteria other than tobacco use status.
3. Such evidence will become part of this policy.
4. If approved, the change in underwriting class will become effective on the monthly date that falls on or next follows the date we approve such change.
5. The new premiums will be based on the insured's age on the effective date of the change.
6. The guaranteed period for the new premiums will start anew.
7. We will send the owner a supplemental endorsement showing the effective date of the change, the new underwriting class and the new current and maximum annual premiums.

We will not adversely change the insured's underwriting class or increase premium rates as a result of any evidence of insurability provided in applying for nontobacco premium rates.

We will not contest an underwriting class change after such change has been in force during the lifetime of the insured for two years. If we contest such change, we will contest only statements made in the application for such change.

If we successfully contest an underwriting class change while the insured is living, the insured's underwriting class will revert to the underwriting class that was in effect immediately prior to the change. Future premiums will be adjusted to reflect such underwriting class reversion. If we successfully contest a change after the insured's death, the death benefit will be adjusted to reflect the premium rate in effect at the date of death, for the insured's underwriting class that was in effect immediately prior to the change.

NONPARTICIPATING

This policy does not pay dividends.

OWNER

The owner is as shown in the application unless changed. The owner has all rights under this policy while the insured is alive. These rights are subject to the consent of any living irrevocable beneficiary.

BENEFICIARY

The beneficiary or beneficiaries are as shown in the application unless changed. If no beneficiary survives the insured, the owner or the estate of the owner will be the beneficiary. However, if a trust is the owner and no beneficiary survives the insured, the estate of the insured will be the beneficiary.

CHANGE OF OWNER OR BENEFICIARY

While this policy is in force the owner may change the beneficiary or ownership by written notice to us. When we record the change, it will take effect as of the date the owner signed the notice, subject to any payment we make or other action we take before recording.

CORRESPONDENCE

Any request, notice or proof shall be filed with our home office.

ASSIGNMENT

No assignment of this policy will be binding on us until filed with us in writing and recorded by us. No assignment will affect any payment we made before we recorded the assignment. We will not be responsible for the validity of an assignment.

All rights of the owner and any revocable beneficiary are subject to the rights of any assignee on record with us.

POLICY SETTLEMENT

In any settlement we may require the return of this policy.

THE CONTRACT

The entire contract consists of this policy, any riders and endorsements, the attached copy of the original application and any amendments or supplemental applications.

All statements in an application are representations and not warranties. No statement will be used to void this policy or to contest a claim unless it appears in an application or amendment which is attached to and made part of this policy.

This policy may not be changed, nor may any of our rights or requirements be waived, except in writing by one of our authorized officers.

MISSTATEMENT OF AGE OR SEX

If the insured's age or sex has been misstated, any death benefit payable by us will be what the premiums paid would have bought at the insured's correct age and sex.

CLAIMS OF CREDITORS

All payments under this policy are exempt from the claims of creditors to the extent permitted by law.

PAYMENT OPTIONS .

Proceeds of less than \$5,000 will be paid in one lump sum. Proceeds of \$5,000 or more may be paid under an option. When proceeds are placed under an option the payee will receive a settlement contract. The date of the contract will be the date the proceeds become payable. The owner may choose the option only while the insured is living. After the death of the insured, the beneficiary may choose the option if proceeds are payable in one sum. Payment options for death proceeds must be chosen within six months after the insured's death. Payment options for other proceeds must be chosen within two months of the date they are payable. All elections must be filed with us in writing. Payments may be requested at 1, 3, 6 or 12 month intervals. Each payment must be at least \$50. Each payee must be a living person receiving payments in his own right.

The interest rate for options 1, 2 and 3 will be declared by us each year. This rate will never be less than 3% per year. For options 1 and 3 any interest in excess of 3% will be used to increase payment amounts; for option 2 any excess interest will be used to lengthen the payment period.

For options 4, 5, 6 and 7 the payments will be based on rates declared by us from time to time. These rates will be 3 1/2% less than the published rates in effect for immediate annuities on the date of the settlement contract. Payments under these rates will never be less than the amount according to the tables of minimum monthly income on pages 8B, 8C and 8D. The rates in the tables are derived from a projection of the 1983 Table "a", and an annual interest rate of 3.00%.

Option 1. Interest. We will hold the proceeds on deposit. Interest will be paid while the payee is living. Sums of \$500 or more may be withdrawn up to four times a year.

Option 2. Specified Income. We will pay a stated income amount until the proceeds, with interest on the unpaid balance, are used up. The income each year may not be less than 10% of the proceeds.

Option 3. Income for Specified Period. We will pay an income for a stated period, up to 30 years.

Option 4. Life Income with Guaranteed Period. We will pay an income for a guaranteed period and for the rest of the payee's life. The guaranteed period may be 10, 15 or 20 years.

Option 5. Life Income without Guaranteed Period. We will pay an income for the payee's lifetime. Payments will end at the death of the payee. However, if the payee dies within one year of the date of the settlement contract, payments will be continued to a contingent payee until 10 years from the date of the settlement contract.

Option 6. Life Income with Installment Refund. We will pay an income for a guaranteed period and for the rest of the payee's life. The guaranteed period is the period required for the sum of income payments to equal the proceeds applied.

Option 7. Joint Life Income with 2/3 to Survivor. We will pay an income while both payees are living. When one payee dies we will pay 2/3 of the income for the rest of the survivor's life. However, if one payee dies within one year from the date of the settlement contract, income will be paid to the survivor thereafter as if the survivor had chosen option 5 on the date of the settlement contract.

Additional Option to Buy Single Premium Immediate Life Annuity at Reduced Rate. If proceeds of at least \$5,000 are applied under option 4, 5, 6 or 7, additional money may be used to buy a single premium immediate life annuity. The cost of this annuity will be 3 1/2% less than the then published rate. The monthly income from this annuity together with the monthly income from option 4, 5, 6 or 7 may not exceed 3 times the monthly income which could be bought solely by applying the policy proceeds. Written request must be made within 31 days from the date proceeds are payable.

Payment Provisions. The first payment under options 2, 3, 4, 5, 6 or 7 will be due as of the date of the settlement contract. The first payment under option 1 will be due at the end of the first interest period. If any payments remain under an option at the death of the payee, or at the death of the surviving payee in regard to option 7, the amount stated below will be paid in one sum to the payee's executors or administrators, unless otherwise directed in the election of the option:

Option 1. Any amount left on deposit with accrued interest.

Option 2. The unpaid balance of proceeds with accrued interest.

Option 3. The commuted value, based on interest at 3% per year, of any future income payments for the stated guaranteed period.

Options 4, 5, 6 or 7. The commuted value of any future income payments for the stated guaranteed period, based on interest as follows:

1. if payments are made according to the tables of minimum monthly income on pages 8B, 8C and 8D, 3% per year; or
2. if payments are based on the published rates in effect for immediate annuities, the interest rate shown in the settlement contract.

Evidence of Age and Survival. We may require due proof of age and continued survival of a payee under options 4, 5, 6 or 7.

Special Agreements. Policy proceeds may be paid in any other manner agreed to by us.

**TABLE OF MINIMUM MONTHLY INCOME FOR FEMALE
UNDER PAYMENT OPTIONS FOR EACH \$1,000 OF PROCEEDS**

OPTION 3 INCOME FOR SPECIFIED PERIOD		AGE AT FIRST PAYMENT	OPTION 4 LIFE INCOME WITH GUARANTEED PERIOD			OPTION 5 LIFE INCOME WITHOUT GUARANTEED PERIOD	OPTION 6 LIFE INCOME WITH INSTALLMENT REFUND
Year	Income		10 Years	15 Years	20 Years		
1	\$84.47	5 and under	\$2.72	\$2.72	\$2.72	\$2.72	\$2.79
2	42.85	6	2.73	2.73	2.73	2.73	2.79
3	28.99	7	2.74	2.74	2.74	2.74	2.79
4	22.06	8	2.75	2.75	2.75	2.75	2.79
5	17.91	9	2.76	2.76	2.76	2.76	2.79
6	15.14	10	2.77	2.77	2.77	2.77	2.79
7	13.16	11	2.78	2.78	2.78	2.78	2.79
8	11.68	12	2.79	2.79	2.79	2.79	2.79
9	10.53	13	2.80	2.80	2.80	2.80	2.80
10	9.61	14	2.81	2.81	2.81	2.81	2.81
11	8.86	15	2.82	2.82	2.82	2.82	2.82
12	8.24	16	2.83	2.83	2.83	2.83	2.83
13	7.71	17	2.85	2.85	2.84	2.85	2.84
14	7.26	18	2.86	2.86	2.86	2.86	2.86
15	6.87	19	2.87	2.87	2.87	2.87	2.87
16	6.53	20	2.89	2.89	2.89	2.89	2.88
17	6.23	21	2.90	2.90	2.90	2.90	2.90
18	5.96	22	2.92	2.92	2.92	2.92	2.91
19	5.73	23	2.93	2.93	2.93	2.93	2.93
20	5.51	24	2.95	2.95	2.95	2.95	2.95
21	5.32	25	2.97	2.97	2.96	2.97	2.96
22	5.15	26	2.98	2.98	2.98	2.98	2.98
23	4.99	27	3.00	3.00	3.00	3.00	3.00
24	4.84	28	3.02	3.02	3.02	3.02	3.02
25	4.71	29	3.04	3.04	3.04	3.04	3.04
26	4.59	30	3.06	3.06	3.06	3.06	3.06
27	4.48	31	3.08	3.08	3.08	3.09	3.08
28	4.37	32	3.11	3.11	3.11	3.11	3.10
29	4.27	33	3.13	3.13	3.13	3.13	3.13
30	4.18	34	3.16	3.16	3.15	3.16	3.15
		35	3.18	3.18	3.18	3.18	3.18
		36	3.21	3.21	3.21	3.21	3.20
		37	3.24	3.24	3.24	3.24	3.23
		38	3.27	3.27	3.27	3.27	3.26
		39	3.30	3.30	3.30	3.30	3.29
		40	3.34	3.33	3.33	3.34	3.32
		41	3.37	3.37	3.36	3.37	3.35
		42	3.41	3.40	3.40	3.41	3.39
		43	3.44	3.44	3.43	3.45	3.42
		44	3.49	3.49	3.47	3.49	3.46
		45	3.53	3.52	3.51	3.53	3.50
		46	3.57	3.57	3.55	3.58	3.54
		47	3.62	3.61	3.60	3.62	3.59
		48	3.67	3.66	3.64	3.67	3.63
		49	3.72	3.71	3.69	3.73	3.68
		50	3.78	3.76	3.74	3.78	3.73
		51	3.83	3.82	3.79	3.84	3.78
		52	3.90	3.88	3.85	3.90	3.83
		53	3.96	3.94	3.90	3.97	3.89
		54	4.03	4.00	3.95	4.04	3.95
		55	4.10	4.07	4.02	4.12	4.02
		56	4.17	4.14	4.09	4.19	4.08
		57	4.25	4.22	4.15	4.28	4.15
		58	4.34	4.29	4.22	4.36	4.23
		59	4.42	4.37	4.29	4.46	4.30
		60	4.52	4.46	4.36	4.56	4.39
		61	4.62	4.55	4.44	4.66	4.47
		62	4.72	4.64	4.51	4.78	4.56
		63	4.84	4.74	4.59	4.90	4.66
		64	4.96	4.84	4.66	5.03	4.76
		65	5.08	4.95	4.74	5.17	4.87
		66	5.21	5.06	4.81	5.31	4.98
		67	5.35	5.17	4.89	5.47	5.10
		68	5.50	5.29	4.98	5.65	5.23
		69	5.66	5.40	5.03	5.83	5.36
		70	5.82	5.52	5.09	6.03	5.51
		71	6.00	5.64	5.15	6.25	5.66
		72	6.18	5.75	5.21	6.49	5.82
		73	6.37	5.87	5.26	6.74	5.99
		74	6.58	5.98	5.30	7.02	6.17
		75	6.76	6.09	5.34	7.33	6.37
		76	6.97	6.19	5.38	7.65	6.57
		77	7.17	6.29	5.41	8.01	6.78
		78	7.38	6.38	5.43	8.40	7.02
		79	7.59	6.46	5.46	8.82	7.26
		80	7.79	6.53	5.47	9.28	7.52
		81 and over	7.98	6.59	5.49	9.78	7.79

MINIMUM INCOME AMOUNTS PAYABLE OTHER THAN MONTHLY WILL BE FURNISHED ON REQUEST.

**TABLE OF MINIMUM MONTHLY INCOME FOR MALE
UNDER PAYMENT OPTIONS FOR EACH \$1,000 OF PROCEEDS**

OPTION 3 INCOME FOR SPECIFIED PERIOD		AGE AT FIRST PAYMENT	OPTION 4 LIFE INCOME WITH GUARANTEED PERIOD			OPTION 5 LIFE INCOME WITHOUT GUARANTEED PERIOD	OPTION 6 LIFE INCOME WITH INSTALLMENT REFUND
Year	Income		10 Years	15 Years	20 Years		
1	\$34.47	5 and under	\$2.78	\$2.78	\$2.78	\$2.78	\$2.79
2	42.86	6	2.79	2.79	2.79	2.79	2.79
3	28.89	7	2.80	2.80	2.80	2.80	2.80
4	22.06	8	2.81	2.81	2.81	2.81	2.81
5	17.81	9	2.82	2.82	2.82	2.82	2.82
6	15.14	10	2.84	2.84	2.83	2.84	2.83
7	13.16	11	2.85	2.85	2.85	2.85	2.84
8	11.58	12	2.86	2.86	2.86	2.86	2.86
9	10.53	13	2.87	2.87	2.87	2.88	2.87
10	9.61	14	2.89	2.89	2.89	2.89	2.88
11	8.86	15	2.90	2.90	2.90	2.90	2.90
12	8.24	16	2.92	2.92	2.91	2.92	2.91
13	7.71	17	2.93	2.93	2.93	2.93	2.93
14	7.26	18	2.95	2.95	2.95	2.95	2.94
15	6.87	19	2.97	2.98	2.96	2.97	2.96
16	6.53	20	2.98	2.98	2.98	2.98	2.97
17	6.23	21	3.00	3.00	3.00	3.00	2.99
18	5.96	22	3.02	3.02	3.02	3.02	3.01
19	5.73	23	3.04	3.04	3.03	3.04	3.03
20	5.51	24	3.06	3.06	3.06	3.06	3.05
21	5.32	25	3.08	3.08	3.08	3.08	3.07
22	5.15	26	3.10	3.10	3.10	3.10	3.09
23	4.99	27	3.13	3.12	3.12	3.13	3.11
24	4.84	28	3.16	3.15	3.14	3.15	3.14
25	4.71	29	3.18	3.17	3.17	3.18	3.16
26	4.59	30	3.20	3.20	3.19	3.20	3.19
27	4.48	31	3.23	3.23	3.22	3.23	3.21
28	4.37	32	3.26	3.26	3.25	3.26	3.24
29	4.27	33	3.29	3.29	3.28	3.29	3.27
30	4.18	34	3.32	3.32	3.31	3.32	3.30
		35	3.35	3.35	3.34	3.36	3.33
		36	3.39	3.38	3.37	3.39	3.36
		37	3.43	3.42	3.41	3.43	3.39
		38	3.48	3.46	3.44	3.47	3.43
		39	3.50	3.50	3.48	3.51	3.47
		40	3.55	3.54	3.52	3.55	3.50
		41	3.59	3.58	3.56	3.60	3.54
		42	3.64	3.62	3.60	3.64	3.58
		43	3.68	3.67	3.65	3.69	3.63
		44	3.74	3.72	3.69	3.75	3.67
		45	3.79	3.77	3.74	3.80	3.72
		46	3.84	3.82	3.79	3.85	3.77
		47	3.90	3.88	3.84	3.92	3.82
		48	3.97	3.94	3.89	3.99	3.89
		49	4.03	4.00	3.95	4.05	3.93
		50	4.10	4.08	4.00	4.12	3.99
		51	4.17	4.13	4.06	4.20	4.06
		52	4.24	4.20	4.12	4.28	4.12
		53	4.32	4.27	4.19	4.36	4.19
		54	4.41	4.35	4.25	4.45	4.26
		55	4.48	4.42	4.32	4.55	4.33
		56	4.55	4.51	4.39	4.64	4.41
		57	4.60	4.59	4.45	4.75	4.50
		58	4.73	4.66	4.52	4.86	4.58
		59	4.89	4.77	4.59	4.98	4.68
		60	5.01	4.87	4.66	5.11	4.77
		61	5.13	4.97	4.73	5.26	4.87
		62	5.25	5.07	4.80	5.39	4.98
		63	5.39	5.17	4.86	5.55	5.09
		64	5.53	5.27	4.93	5.72	5.21
		65	5.67	5.38	4.99	5.90	5.34
		66	5.83	5.49	5.05	6.09	5.47
		67	5.98	5.60	5.11	6.30	5.61
		68	6.15	5.70	5.17	6.52	5.78
		69	6.32	5.81	5.21	6.76	5.91
		70	6.50	5.91	5.28	7.02	6.08
		71	6.68	6.01	5.30	7.29	6.25
		72	6.86	6.11	5.34	7.59	6.43
		73	7.05	6.20	5.37	7.91	6.62
		74	7.24	6.29	5.40	8.24	6.82
		75	7.42	6.37	5.42	8.61	7.04
		76	7.61	6.44	5.44	9.01	7.26
		77	7.79	6.51	5.46	9.43	7.49
		78	7.97	6.57	5.48	9.89	7.74
		79	8.14	6.62	5.49	10.38	7.99
		80	8.30	6.67	5.50	10.91	8.27
		81 and over	8.45	6.71	5.51	11.47	8.55

MINIMUM INCOME AMOUNTS PAYABLE OTHER THAN MONTHLY WILL BE FURNISHED ON REQUEST.

TABLE OF MINIMUM MONTHLY INCOME UNDER PAYMENT OPTIONS FOR EACH \$1,000 OF PROCEEDS

OPTION 7 - JOINT LIFE INCOME WITH TWO THIRDS TO SURVIVOR

Female	40	45	50	55	60	65	70	75	80
Male									
40	\$3.35	\$3.45	\$3.55	\$3.67	\$3.80	\$3.94	\$4.10	\$4.28	\$4.47
41	3.37	3.47	3.58	3.70	3.83	3.97	4.14	4.32	4.51
42	3.39	3.49	3.60	3.72	3.86	4.01	4.18	4.37	4.56
43	3.41	3.51	3.62	3.75	3.89	4.05	4.22	4.41	4.61
44	3.42	3.53	3.65	3.78	3.92	4.08	4.26	4.46	4.67
45	3.44	3.55	3.67	3.81	3.96	4.12	4.31	4.51	4.72
46	3.46	3.57	3.70	3.84	3.99	4.16	4.35	4.56	4.78
47	3.48	3.59	3.72	3.87	4.03	4.20	4.40	4.61	4.84
48	3.50	3.62	3.75	3.90	4.07	4.25	4.45	4.67	4.90
49	3.52	3.64	3.78	3.93	4.10	4.29	4.50	4.73	4.97
50	3.54	3.66	3.80	3.96	4.14	4.34	4.55	4.79	5.04
51	3.56	3.69	3.83	4.00	4.18	4.38	4.61	4.85	5.11
52	3.58	3.71	3.86	4.03	4.22	4.43	4.66	4.92	5.19
53	3.60	3.73	3.89	4.07	4.26	4.48	4.72	4.99	5.27
54	3.62	3.76	3.92	4.10	4.31	4.53	4.78	5.06	5.35
55	3.65	3.78	3.95	4.14	4.35	4.59	4.85	5.13	5.43
56	3.67	3.81	3.98	4.17	4.39	4.64	4.91	5.21	5.52
57	3.69	3.84	4.01	4.21	4.44	4.69	4.98	5.29	5.62
58	3.72	3.86	4.04	4.24	4.48	4.75	5.05	5.37	5.72
59	3.74	3.89	4.07	4.28	4.53	4.81	5.12	5.46	5.82
60	3.76	3.92	4.10	4.32	4.58	4.87	5.19	5.55	5.93
61	3.79	3.95	4.13	4.36	4.62	4.93	5.27	5.64	6.04
62	3.82	3.97	4.17	4.40	4.67	4.99	5.34	5.74	6.16
63	3.84	4.00	4.20	4.44	4.72	5.05	5.42	5.84	6.28
64	3.87	4.03	4.24	4.48	4.77	5.11	5.51	5.94	6.41
65	3.90	4.06	4.27	4.52	4.82	5.18	5.59	6.05	6.54
66	3.92	4.10	4.31	4.57	4.88	5.25	5.68	6.16	6.68
67	3.95	4.13	4.34	4.61	4.93	5.31	5.76	6.28	6.83
68	3.98	4.16	4.38	4.65	4.98	5.38	5.85	6.39	6.90
69	4.01	4.19	4.42	4.70	5.04	5.45	5.94	6.51	7.13
70	4.04	4.23	4.45	4.74	5.09	5.52	6.03	6.63	7.29
71	4.07	4.26	4.49	4.78	5.14	5.59	6.12	6.76	7.45
72	4.10	4.29	4.53	4.83	5.20	5.66	6.22	6.88	7.62
73	4.13	4.33	4.57	4.87	5.25	5.73	6.31	7.01	7.80
74	4.16	4.36	4.61	4.92	5.31	5.80	6.40	7.14	7.97
75	4.19	4.39	4.65	4.96	5.38	5.87	6.50	7.27	8.15
76	4.22	4.43	4.68	5.01	5.42	5.94	6.59	7.40	8.33
77	4.25	4.46	4.72	5.05	5.47	6.00	6.68	7.53	8.52
78	4.28	4.49	4.76	5.10	5.52	6.07	6.77	7.66	8.71
79	4.31	4.53	4.80	5.14	5.58	6.14	6.87	7.79	8.89
80	4.34	4.56	4.83	5.18	5.63	6.21	6.96	7.92	9.08
MINIMUM INCOME AMOUNTS FOR AGES NOT SHOWN AND MINIMUM INCOME AMOUNTS PAYABLE OTHER THAN MONTHLY WILL BE FURNISHED ON REQUEST.									



AMERICAN
GENERAL

AMENDMENT OF APPLICATION
American General Life Insurance

Insured(s): Jorge Mendez
Policy Number: YM00399650

This amendment is attached to and made part of the policy described above. If any changes or additions are made in this amendment, delivery of the policy must be withheld and both the amendment and the policy are to be returned to the Home Office.

In issuing this policy, the application for the policy has been amended as indicated below:

- Issued with the Date of Birth as: 1/1955.
-
-

American General Life Insurance Company

Member of American International Group, Inc.

760 W. Virginia, P.O. Box 401 • Milwaukee, WI 53201-0001 • 800-424-4524

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P. 002



Term Insurance Application

Part A

New Jersey Version

American General Life Insurance Company, Houston, TX

☐ The United States Life Insurance Company in the City of New York, New York, NY

This insurance company checked above is solely responsible for the obligation and payment of benefits under any policy that it may issue. No other company is responsible for such obligations or payments.

1. Proposed Insured Name JORGE MENDEZ Social Security # 177
 Sex ☒ M ☐ F Birthplace (state, country) ARGENTINA Date of Birth 1/5 Age 51

Tobacco Use Have you ever used any form of tobacco or nicotine products? ☒ Yes ☐ No If yes, date of last use 11/05/16

If yes, type and quantity of tobacco or nicotine products used

Driver's License No. M251740618552 License State NJ

U.S. Citizen ☒ Yes ☐ No Date of Entry 11/05/16 Type of Visa NJ

Address 42 MAPLE STREET City, State HATFIELD NJ ZIP 07724

Home Phone 973 635-1200 Work Phone 973 635-5353 E-mail Address

Employer RAC PHARM Occupation OWNER Length of Employment 22 YR

Personal Income \$ 165,000 Household Income \$ 225,000 Net Worth \$ 900,000

2. Owner ☒ Proposed Insured ☐ Trust ☐ Someone other than Proposed Insured or Trust

A. Complete if other than the proposed insured is owner. (If contingent owner is required, use Remarks section.)

Name Social Security or Tax ID # Date of Birth

Address City, State ZIP

Home Phone Relationship to Proposed Insured

B. Complete if owner is a trust. (If trustee is premium payer also complete section 7 part D.)

Exact Name of Trust Trust Tax ID #

Current Trustee(s) Date of Trust

3. Plan of Insurance Product Name L.T.G. 15 Amount Applied For \$ 1,200,000

Premium Class/Outlay STD NON TUB Reason for Insurance FAMILY PROTECTION

Riders ☐ Waiver of Premium ☐ Child ☐ (Complete Child Rider Attachment) ☐ No current children

4. Primary Name DEBAY MENDEZ Relationship SPOUSE Share 100%

Beneficiary Name Relationship Share %

5. Contingent Name CASSANDRA MENDEZ Relationship DAUGHTER Share 100%

Beneficiary Name Relationship Share %

6. Trust Information (If Beneficiary) Exact Name of Trust

Trust Tax ID # Current Trustee(s) Date of Trust

7. Premium Payment ☐ Modal \$ ☐ Single \$

A. Frequency of modal premium ☐ Annual ☐ Semi-annual ☐ Quarterly ☒ Monthly (Bank Draft)

B. Method: ☐ Direct Billing ☒ Bank Draft (Complete Bank Draft Authorization) ☐ Use Bill Number

☐ Other (Please explain)

C. Amount submitted with application \$

D. Premium payer (Complete if other than owner) Name Social Security or Tax ID # Home Phone

Address City, State ZIP

8. Health and Age Questions (If the proposed insured answers yes to either question, temporary insurance is not available, the agreement will be void and any payment submitted will be refunded.)

A. Has the proposed insured ever had a heart attack, stroke, cancer, diabetes, or disorder of the immune system, or during the last two years been confined in a hospital or other health care facility or been advised to have any diagnostic test or surgery not yet performed? ☐ Yes ☒ No

B. Is the proposed insured age 21 or above? ☐ Yes ☒ No

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P. 4

8. Other Life Insurance or Annuities (Indicate life insurance policies or annuities in force or pending for the proposed insured)

☐ Check if none

Type: I-individual, B-business, G-group, P-pending life insurance or annuity

Policy Number

Insurance Company

Type(s) (see above)

Year of Issue

Face Amount

Replacement

YMO0166287

A26

I

2004

750,000

☐ yes ☒ no☐ yes ☐ no

*Replacement means that the insurance being applied for may replace, change or use any monetary value of any existing or pending life insurance policy or annuity. If replacement may be involved, complete and submit replacement-related forms. Please note: certain states require completion of replacement related forms even when other life insurance or annuities are not being replaced by the policy being applied for.

10. Background Information

A. Does the proposed insured intend to travel or reside outside of the United States or Canada within the next two years? ☐ yes ☒ no

(If yes, list country, date, length of stay and purpose.)

B. In the past five years, has the proposed insured participated in, or does he or she intend to participate in any flights as a trainee, pilot or crew member; scuba diving; skydiving or parachuting; ultralight aviation; auto racing; oase exploration; hang gliding; boat racing; mountaineering; extreme sports or other hazardous activities? (If yes, circle the applicable activities and complete the Aviation and/or Adventure Questionnaire.) ☐ yes ☒ no

C. Has the proposed insured:

1) During the past 90 days submitted an application for life insurance to any other company or begun the process of filing out an application? (If yes, list company name, amount applied for, purpose of insurance and if application will be placed.) ☐ yes ☒ no

2) Ever had a life or disability insurance application modified, rated, declined, postponed, withdrawn, canceled or refused for renewal? (If yes, list date and reason.) ☐ yes ☒ no

D. Has the proposed insured ever filed for bankruptcy?

(If yes, list chapter filed, date, reason and if discharged.) ☐ yes ☒ no

E. In the past five years, has the proposed insured been charged with or convicted of driving under the influence of alcohol or drugs or had any driving violations? ☐ yes ☒ no

(If yes, list date, state, license no. and specific violation.)

F. Has the proposed insured ever been convicted of or pled guilty or no contest to a felony or does he or she have any such charges pending against him or her? (If yes, list date, state and felony.) ☐ yes ☒ no

REMARKS

11. Details and Explanations

Agent/Agency Information

Does the proposed insured have any existing or pending annuity or life insurance contracts?

☒ yes ☐ no

If yes, will the proposed insured replace, change, or use any monetary value of any existing or pending life insurance

☐ yes ☒ no

policy or annuity with any company in connection with the purchase of insurance?

(If yes, please provide details in the Remarks section and attach all replacement-related forms. Certain states require completion of

replacement-related forms even when life insurance or annuities are not being replaced by the policy being applied for.)

I have ordered/obtained the following requirements: ☐ APS ☐ Blood Profile/Urine/Analysis ☐ EKG ☐ Inspection Report ☐ MD Exam☐ Oral Fluids (as state permits) ☐ Paramedical Exam ☐ Treadmill ☐ Urinalysis Only. (If requirements are scheduled, please provide

name of examiner, clinic and date ordered.)

Agent(s) to Receive Commission

Agency Number

Agent Number

% of Commission

Jeffrey Greenberg

OCV48

OFF84

100

I certify that the information supplied by the proposed insured/owner has been truthfully and accurately recorded on the Part A application.

Jeffrey Greenberg

8049161IP

Writing Agent's Name (please print)

State License #

X Writing Agent's Signature

X Countersigned (Licensed resident agent if state required)

Social Security or Tax ID #

4161 Phone #

9731994-7155

E-mail Address JEFF@IRNJ.NET

AOL 1022631

Page 2 of 6

JAN/03/2005/MON 06:57 AM

FINANCIAL GROUP

FAX No. 9738127768

P. 003

Sep 28 2006 8:42

INSURANCE PLANNING CONSUL 19739949264

P. 3

AUTHORIZATION AND SIGNATURE

American General Life Insurance Company, Houston, TX

The United States Life Insurance Company in the City of
New York, New York, NY

The above listed life insurance company as selected on page one of this application is solely responsible for the obligation and payment of benefits under any policy that it may issue. No other company is responsible for such obligations or payments. In this application, "Company" refers to the insurance company which was selected on page one.

Authorization to Obtain and Disclose Information and Declaration

I give my consent to any of the entities listed below to give the Company, its legal representative, or American General Life Companies, an (affiliated service company), all information they have pertaining to medical consultations, treatments, or surgeries; hospital confinements for physical and mental conditions; use of drugs or alcohol; or any other information; for me or my minor children. Other information could include items such as: personal finances, habits, hazardous avocations, motor vehicle records from the Department of Motor Vehicles or court records, foreign travel, etc. The list of entities for which I give my consent to provide the information above is as follows: any physician or medical practitioner; any hospital, clinic or other health care facility; any insurance or reinsurance company; any consumer reporting agency or insurance support organization; my employer; or the Medical Information Bureau (MIB).

I understand the information obtained will be used by the Company to determine eligibility for insurance and eligibility for benefits under an existing policy. The Company may disclose any information gathered during its evaluation of my application to its reinsurers, the MIB, other persons or organizations performing business or legal services in connection with my application or claim, me, any physician designated by me, or any person or entity required to receive such information by law or as I may further consent.

I, as well as any person authorized to act on my behalf, may, upon written request, obtain a copy of this consent from American General Life Companies. I understand this consent may be revoked at any time by sending a written request to American General Life Companies, ATTN: Underwriting Department at P.O. Box 1931, Houston, TX 77251-1931.

This consent will be valid for 24 months from the date of this application. I agree that a copy of this consent will be as valid as the original. I authorize the Company to obtain an investigative consumer report on me. I understand that I may request to be interviewed for the report; and receive, upon written request, a copy of such report. ☐ Check if you wish to be interviewed.

I have read the above statements or they have been read to me. They are true and complete to the best of my knowledge and belief. I understand that this application: (1) will consist of Part A, Part B, and if applicable, related forms; and (2) shall be the basis for any policy issued. I understand that any misrepresentation made in this application and relied on by the insurer issuing the policy may be used to reduce or deny a claim or void the policy, if (1) it is within its contestable period; and (2) such misrepresentation materially affects the acceptance of the risk. Except as may be stated in a Linked Temporary Life Insurance Agreement (TLIA) for which all requirements are met, I understand and agree that no insurance will be in effect under this application, or any new policy issued by the insurer, unless or until the policy has been delivered and accepted; the full first annual premium for the policy has been paid; and there has been no change in the health of the proposed insured that would change the answers to any questions in the application.

I understand and agree that no agent may: accept risks or pass upon insurability; make or modify contracts; or waive any of the insurer's rights or requirements.

I have received a copy of the Notice to the Proposed Insured.

United Temporary Life Insurance Agreement—If eligible, I have received and accepted the TLIA. This insurance is available only if the full first annual premium is submitted with this application and "no" answers have been given by the proposed insured to the Health and Age questions in section 8.

Under penalties of perjury, I certify: (1) that the number shown on this application is my correct Social Security or Tax ID number; (2) that I am not subject to backup withholding under Section 3405(a)(1)(C) of the Internal Revenue Code; and (3) that I am a U.S. person (including a U.S. resident alien). The Internal Revenue Service does not require my consent to any provision of this document other than the certifications required to avoid backup withholding. You must cross out item (2) if you are subject to backup withholding and cross out item (3) if you are not a U.S. person (including a U.S. resident alien).

Proposed Insured/Owner Signature(s)

Signed at (City, State)

On (Date)

☒ (Proposed Insured (if under age 18, signature of parent or guardian))

☒ Owner (if other than proposed insured)

JAN/03/2006/MON 07:00 AM FINANCIAL GROUP

FAX No. 9738127768

P. 011

Oct 30 2006 12:38

INSURANCE PLANNING CONSUL 19738949264

P. 3

**AMERICAN
GENERAL****Part B: Life Insurance Application**
New Jersey Version

- ☒ American General Life Insurance Company, Houston, TX
☐ The United States Life Insurance Company in the City of New York, New York, NY

Members of American International Group, Inc.

In this application, "Company" refers to the insurance company whose name is checked above.

The insurance company checked above is solely responsible for the obligation and payment of benefits under any policy that it may issue. No other company shown is responsible for such obligations or payments.

Personal Information**1. Primary Proposed Insured**Name Jorge Mendez Date of Birth 6/1/77 Social Security # 2477**2. Other Proposed Insured**

Name _____ Date of Birth _____ Social Security # _____

3. Children (Provide name and date of birth for all children)_____

_____**Medical History****A. Physician Information**

Name and address of each proposed insured's personal physician. (While None if proposed insured(s) do not have one.)

Primary Proposed Insured Dr. B. Hernandez Summit Med GroupOther Proposed Insured Dr. B. Hernandez Summit Med Group

Child(ren) _____

Name of insured, date, reason, findings and treatment of last visit

6 years ago recall**5. Height and Weight**Primary Proposed Insured 5' 9" 175 lbs. Other Proposed Insured _____

Child Name _____ ft. _____ in. _____ lbs. If less than 1 yr. old, weight at birth _____

Child Name _____ ft. _____ in. _____ lbs. If less than 1 yr. old, weight at birth _____

Child Name _____ ft. _____ in. _____ lbs. If less than 1 yr. old, weight at birth _____

Has any proposed insured had any weight change in excess of 10 lbs. in the past year? ☒ Yes ☐ No If yes, complete:

Name _____ Loss _____ lbs. Gain _____ lbs. Reason _____

6. Family History

	Age at Living	Age at Death	Heart Disease?	Cancer History?
Primary Proposed Insured				
Father		<u>70</u>	<input checked="" type="checkbox"/> No <input type="checkbox"/> Yes, age of onset _____	<input checked="" type="checkbox"/> No <input type="checkbox"/> Yes, age of onset _____ Type _____
Mother		<u>79</u>	<input checked="" type="checkbox"/> No <input type="checkbox"/> Yes, age of onset _____	<input checked="" type="checkbox"/> No <input type="checkbox"/> Yes, age of onset _____ Type _____
Other Proposed Insured				
Father			<input type="checkbox"/> No <input type="checkbox"/> Yes, age of onset _____	<input type="checkbox"/> No <input type="checkbox"/> Yes, age of onset _____ Type _____
Mother			<input type="checkbox"/> No <input type="checkbox"/> Yes, age of onset _____	<input type="checkbox"/> No <input type="checkbox"/> Yes, age of onset _____ Type _____

AOL10004-10

Page 1 of 4

JAN/03/2005/MON 07:00 AM FINANCIAL GROUP

FAX No. 9738127768

P. 012

Oct 30 2006 12:38

INSURANCE PLANNING CONSUL 19738848284

P. 4

7. Personal Health History

Complete questions A through G for all proposed insureds who are applying. If yes answer applies to any proposed insured, provide details, such as: proposed insured's name, date of first diagnosis, name and address of doctor, tests performed, test results, medication(s) or recommended treatment in the area provided.

A. Has any proposed insured ever been diagnosed as having, been treated for, or consulted a licensed health care provider for:

- | | |
|---|---|
| 1) heart disease, heart attack, chest pain, irregular heartbeat, heart murmur, high cholesterol, high blood pressure or other disorders of the heart? | <input type="checkbox"/> yes <input checked="" type="checkbox"/> no |
| 2) a blood clot, aneurysm, stroke, or other disease, disorder or blockage of the arteries or veins? | <input type="checkbox"/> yes <input checked="" type="checkbox"/> no |
| 3) cancer, tumors, masses, cysts or other such abnormalities? | <input type="checkbox"/> yes <input checked="" type="checkbox"/> no |
| 4) diabetes, a disorder of the thyroid or other glands or a disorder of the immune system, blood or lymphatic system? | <input type="checkbox"/> yes <input checked="" type="checkbox"/> no |
| 5) colitis, hepatitis or a disorder of the esophagus, stomach, liver, pancreas, gall bladder or intestine? | <input type="checkbox"/> yes <input checked="" type="checkbox"/> no |
| 6) a disorder of the kidneys, bladder, prostate or reproductive organs or sugar or protein in the urine? | <input type="checkbox"/> yes <input checked="" type="checkbox"/> no |
| 7) asthma, bronchitis, emphysema, sleep apnea or other breathing or lung disorder? | <input type="checkbox"/> yes <input checked="" type="checkbox"/> no |
| 8) seizures, a disorder of the brain or spinal cord or other nervous system abnormality, including a mental or nervous disorder? | <input type="checkbox"/> yes <input checked="" type="checkbox"/> no |
| 9) arthritis, muscle disorders, connective-tissue disease or other bone or joint disorders? | <input type="checkbox"/> yes <input checked="" type="checkbox"/> no |

(If any question above is answered yes, explain.)

Name of Proposed Insured

Details

B. Is any proposed insured currently taking any medication, treatment or therapy or under medical observation? (If yes, explain.)

☐ yes ☒ no

Name of Proposed Insured

Details

C. Has any proposed insured in the past three years had but not sought treatment for:

- | | |
|--|---|
| 1) fainting spells, nervous disorder, headaches, convulsions or paralysis? | <input type="checkbox"/> yes <input checked="" type="checkbox"/> no |
| 2) any pain or discomfort in the chest or shortness of breath? | <input type="checkbox"/> yes <input checked="" type="checkbox"/> no |
| 3) disorders of the stomach, intestines or rectum, or blood in the urine? | <input type="checkbox"/> yes <input checked="" type="checkbox"/> no |

(If any question above is answered yes, explain.)

Name of Proposed Insured

Details

JAN/03/2005/MON 07:00 AM FINANCIAL GROUP

FAX No. 9738127768

P. 013

Oct 30 2008 12:40

INSURANCE PLANNING CONSUL

19739948264

P. 6

Personal Health History (cont.)

If yes answer applies to any proposed insured, provide details, such as: proposed insured's name, date of first diagnosis, name and address of doctor, tests performed, test results, medication(s) or recommended treatment in the area provided.

D. Has any proposed insured ever:

- 1) sought or received advice, counseling or treatment by a medical professional for the use of alcohol or drugs, including prescription drugs? ☐ yes ☒ no
- 2) used cocaine, marijuana, heroin, controlled substances or any other drug, except as legally prescribed by a physician? ☐ yes ☒ no

(If yes answered to D1 or D2, complete Drug/Alcohol Questionnaire.)

E. Has any proposed insured ever been diagnosed or treated by any member of the medical profession for AIDS Related Complex (ARC) or Acquired Immune Deficiency Syndrome (AIDS)? (If yes, explain.) ☐ yes ☒ no

Name of Proposed Insured

Details

F. In the past 10 years, has any proposed insured:

- 1) been hospitalized, consulted a health care provider or had any illness, injury or surgery? ☐ yes ☒ no
- 2) had any laboratory tests, treatments or diagnostic procedures, including x-rays, scans or EKGs? ☐ yes ☒ no
- 3) been advised to have any diagnostic test, hospitalization or treatment that was not completed? ☐ yes ☒ no
- 4) received or claimed disability or hospital indemnity benefits or a pension for any injury, illness, disability or injured condition? ☐ yes ☒ no

(If any question above is answered yes, explain.)

Name of Proposed Insured

Details

Right plantar fasciitis - cortisone inj. - Podiatrist
Dr. De Francesco

F) Routine Colonoscopy, Sept 2008
Dr. Beltrame, Normal
Summit Med Group
Summit, N.J.

Summit Med Group
Delsea at Hill Rd
Berkeley Heights, NJ

G. Does any proposed insured have any symptoms or knowledge of any other condition that is not disclosed above? (If yes, explain.) ☐ yes ☒ no

Name of Proposed Insured

Details

JAN/03/2005/WON 07:00 AM FINANCIAL GROUP

FAX No. 9738127768

P. 014

Oct 30 2006 12:40

INSURANCE PLANNING CONSUL

19739949264

P. 6

Statements and Signatures

Statement by the Proposed Insured(s)

I have read the above statements or they have been read to me. They are true and complete to the best of my knowledge and belief. I understand that this application: (1) will consist of Part A, Part B, and if applicable, related forms; and (2) shall be the basis for any policy issued. I understand that any misrepresentation contained in this application and relied on by the Company may be used to reduce or deny a claim or void the policy if (1) it is within its contestable period; and (2) such misrepresentation materially affects the acceptance of the risk. Except as may be provided in a Limited Temporary Life Insurance Agreement (LTLIA), I understand and agree that no insurance will be in effect pursuant to this application, or under any new policy issued by the Company, unless or until the policy has been delivered and accepted; the full first modal premium for the covered policy has been paid; and there has been no change in the health of any proposed insured that would change the answers to any questions in the application.

I understand and agree that no agent is authorized to: accept risks or pass upon insurability; make or modify contracts; or waive any of the insurer's rights or requirements.

Fraud

Any person who includes any false or misleading information on an application for an insurance policy is subject to criminal and civil penalties.

Proposed Insured(s) Signature(s)

Signed at City Chatham, N.J. On (date) 10-22-06

☒ Policy provided issued (if under age 18, signature of parent or guardian) ☒ Other Proposed Insured (if under age 18, signature of parent or guardian)

Signature(s) of Interviewer(s)

To be signed by all interviewers, as applicable

I certify that the information supplied by the proposed insured(s) has been truthfully and accurately recorded on the Part B application.

Writing Agent Name (please print)

Writing Agent

☒ Writing Agent Signature

☒ Countersigned (Licensed resident agent if state required)

I certify that the information supplied by the proposed insured(s) has been truthfully and accurately recorded on the Part B application.

Other Company Representative Name (please print)

Company

☒ Other Company Representative Signature

Paramedical Examiner/Medical Doctor Signature

Agent should inform paramedical or medical doctor of proper location to send form upon completion.

I certify that this exam was conducted the 22nd day of Oct to 06 at 9 AM ☒ PM

Examiner's Address

Examiner's Phone

Examiner's Name

Examiner's Signature

MEDEX EXAMS LLC

215 GORDONS CORNER RD.

MANALAPAN, NJ 07726

(732) 792-2121

Paramed: Use company stamp below.

Renewable Level Benefit Term Life Policy
Premiums Payable During Term
Insurance Payable in Event of Death Prior to Final Expiry Date
New Policy Option

Adjustable Premium

No Dividends
Re-Entry Option

LYG 2000

NJ
YM00399850

Last Page

EXHIBIT B

APR/26/2007/THU 03:12 PM FINANCIAL GROUP

FAX No. 9738127768

P.006

Apr 26 2007 13:30 INSURANCE PLANNING CONSUL 19739949264

P.2



Customer Service Center for:

American General Life
Insurance Company

April 15, 2007

05

Jorge Mendez
42 Maple St
Chatham NJ 07928-1933

NOTICE OF TERMINATION

Contract Number: YR00399650
Insured: Jorge Mendez
Owner: Jorge Mendez

Dear Jorge Mendez:

We have not received your premium of \$1,056.29 due on February 06, 2007. Your policy has Lapsed with no cash value and is terminated.

PLEASE CONTACT US FOR INFORMATION ON REINSTATING YOUR CONTRACT.

We appreciate the opportunity to participate in your financial planning needs and know how important this life insurance protection is to you and your family. There may be factors at a later date that could impact your ability to obtain life insurance coverage, therefore, it may be in your best interest to retain this coverage.

If you have any questions, please contact our Customer Service Center at the number shown below or your servicing agent:

Jeffrey L Greenberg
568 S Livingston Ave
Livingston NJ 07039-5411
973-812-7788

Sincerely,

Customer Service Center

OFF84 Jeffrey L Greenberg
97067

LPE11

American General Life Insurance Company
Member of American International Group, Inc.

04/27/2007 14:46 0695159 5240

AGLIC 000123

EXHIBIT C

INSURANCE PLANNING CONSUL 19739949264

p. 2


**AMERICAN
GENERAL**
**Reinstatement or Reduction of
Premium Rate Application for Life Insurance**
New Jersey Version

☒ American General Life Insurance Company, Houston, TX
☐ The United States Life Insurance Company in the City of New York, New York, NY (Non-NY Residents)
 Members of American International Group, Inc.
 P.O. Box 4373 • Houston, TX 77210-4373

The insurance company checked above is solely responsible for the obligation and payment of benefits under any policy it may issue. No other company shown is responsible for such obligations or payments.

Use permanent ink when completing this form. Be sure to answer all questions that pertain to your request. Provide details for any questions answered "Yes". Personally sign and date. If a separate page is needed to complete the answers, attach to this form and sign and date the separate page(s). Carefully read the attached Notice of Information Practices and keep with your policy.

Policy Number YM 00399650 Insured Name Jorge Mendez

☒ Reinstatement or ☐ Reduction of Premium Rate

SECTION I - GENERAL INFORMATION:
A. PRIMARY INSURED

Name Jorge Mendez Social Security # 2477 Sex ☒ M ☐ F
 Birthplace (state, country) Buenos Aires, Argentina Date of Birth 1955 Age 52
 U.S. citizen ☐ Yes ☒ No If no, date of entry Perm. resident Visa Type _____
 Address P.O. Box 629 42 Maple St City, State Chertham, N.J. Zip 07928
 Home Phone (973) 635-1207 Work Phone (973) 635-5553
 Email address N/A
 Employer AACE PAINTING, Inc. Occupation Partner
 Length of Employment 20 yrs. Duties Partner
 Personal Income \$ 165,000 Household Income \$ 225,000 Net Worth \$ 900,000

B. OWNER INFORMATION

☒ Primary Insured ☐ Other Insured ☐ Trust ☐ Someone other than an insured or trust

Complete if other than the primary insured is owner (If contingent owner is required, use Special Remarks section.)

Name _____ Tax ID # _____

☐ Check here if new address

Address _____ City, State _____ Zip _____

Home Phone _____ Work Phone _____

If owner is a trust please designate information for the Name, Tax ID, Current Trustee and Date of Trust in the Special Remarks section.

C. OTHER INSURED(S): Please add information for all additional insureds.

Name _____ Social Security # _____ Sex ☐ M ☐ F
 Birthplace (state, country) _____ Date of Birth _____ Age _____
 U.S. citizen ☐ Yes ☐ No If no, date of entry _____ Visa Type _____
 Address _____ City, State _____ Zip _____
 Home Phone _____ Work Phone _____
 Email address _____
 Employer _____ Occupation _____
 Length of Employment _____ Duties _____
 Personal Income \$ _____ Household Income \$ _____ Net Worth \$ _____

DM000098

APR 17 2007 13:07

INSURANCE PLANNING CONSUL 19739949264

p. 3

D. CHILD INFORMATION (Complete information for all children covered by child rider.)

Child Name <u>Cassandra Mender</u>	Sex <input type="checkbox"/> M <input checked="" type="checkbox"/> F	Birthplace (state, country) <u>Summit, NJ USA</u>	Date of Birth <u>2/20/89</u>
	<input type="checkbox"/> M <input type="checkbox"/> F		
	<input type="checkbox"/> M <input type="checkbox"/> F		

E. BILLINGFrequency: ☐ Annual ☐ Semi Annual ☐ Quarterly ☒ Monthly ☐ OtherMethod: ☐ Direct ☐ List bill ☒ Automatic bank draft ☐ OtherPayment Enclosed: ☐ Yes ☒ No Amount _____ Check # _____

Effective date (if applicable): _____

F. BENEFICIARY – The beneficiary at the time the policy was last in force will be continued or reinstated. To change the beneficiary please attach your signed request.**SECTION II:****A. BACKGROUND INFORMATION** – For all covered persons

Complete questions 1 through 8 for all proposed insureds who are covered by this policy. If an answer of yes applies to ANY insured provide details.

- Tobacco Use: Have you ever used ANY form of tobacco or nicotine products? ☒ Yes ☐ No
If yes, date of last use 10/05
If yes, type and quantity of tobacco or nicotine products used _____
- Have you ever used cocaine, marijuana, heroin, controlled substances or any other drug, except as legally prescribed by a physician? ☐ Yes ☒ No
- Have you ever sought or received advice, counseling or treatment by a medical professional for the use of alcohol or drugs, including prescription drugs? ☐ Yes ☒ No
- Driver's License No.: M25134106108552 State: New Jersey
In the past five years, have you been charged with or convicted of driving under the influence of alcohol or drugs or had any driving violations? ☐ Yes ☒ No
- In the past five years have you participated in or intend to participate in any flights as a trainee, pilot or crew member? If yes, submit appropriate questionnaire. ☐ Yes ☒ No
- In the past five years, have you participated in or intend to participate in any hazardous sports such as scuba diving, skydiving, parachuting, ultralight aviation, auto racing, cave exploration, hang gliding, boat racing, mountaineering, extreme sports or hazardous activities? If yes, submit appropriate questionnaire. ☐ Yes ☒ No
- Do you intend to travel or reside outside the United States or Canada within the next two years? ☐ Yes ☒ No
- Have you ever requested or received a pension, benefits, or payments because of an injury, sickness, or disability? ☐ Yes ☒ No

Details: _____

B. NON MEDICAL INFORMATION1. Height 5 Ft 8 In. 2. Weight 171 lbs. Change of weight in last year? ☐ None Gain: _____ lbs. Loss: 2 lbs.3. Name and address of your personal physician. (Write none if you do not have one.) 908 273-0600Dr. Alterman SM Group
Berkeley Hk - Diamond Hill Rd.

4. Date, reason, findings and treatment at last visit. _____

DM000099

C. MEDICAL INFORMATION

Complete questions 1 through 4 for all proposed insureds who are covered by this policy. If an answer of yes applies to ANY insured provide details such as date of first diagnosis, name and address of doctor, tests performed, test results, medication(s) or recommended treatment.

1. Have you ever been diagnosed as having or been treated for, or consulted a licensed health care provider for:

- a. High blood pressure, diabetes, cancer, tumor, epilepsy, asthma, emphysema, or any disorder of the heart or of the blood vessels? ☐ Yes ☒ No
- b. Disease or disorder of the stomach, intestines, liver, pancreas, lungs, kidneys, urinary tract, brain, prostate, lymph glands, or reproductive organs? ☐ Yes ☒ No
- c. Mental or nervous condition or disorder of bones, muscles, or joints? ☐ Yes ☒ No

Details: _____

2. Have you ever been diagnosed or treated by any member of the medical profession for AIDS Related Complex (ARC) or Acquired Immune Deficiency Syndrome (AIDS)? (If yes, explain) ☐ Yes ☒ No

Details: _____

3. Are you currently taking any medication, treatment or therapy or under medical observation? ☐ Yes ☒ No

Details: _____

4. Do you have any symptoms or knowledge of any other condition that is not disclosed above? ☐ Yes ☒ No

Details: _____

D. SPECIAL REMARKS: Use this space to provide any additional comments or remarks not given in detail above.

STATE SPECIFIC NOTICES

Please note the following state specific information.

COLORADO: It is unlawful to knowingly provide false, incomplete, or misleading facts or information to an insurance company for the purpose of defrauding or attempting to defraud the company. Penalties may include imprisonment, fines, denials of insurance, and civil damages. Any insurance company or agent of an insurance company who knowingly provides false, incomplete, or misleading facts or information to a policy holder or claimant for the purpose of defrauding or attempting to defraud the policy holder or claimant with regard to a settlement or award payable from insurance proceeds shall be reported to the Colorado Division of Insurance within the Department of Regulatory Agencies.

DISTRICT OF COLUMBIA: WARNING: It is a crime to provide false or misleading information to an insurer for the purpose of defrauding the insurer or any other person. Penalties include imprisonment and/or fines. In addition, an insurer may deny insurance benefits if false information materially related to a claim was provided by the applicant.

NEW JERSEY: Any person who includes any false or misleading information on an application for an insurance policy is subject to criminal and civil penalties.

DM000100

APR 17 2007 13:07

INSURANCE PLANNING CONSUL 19739949264

P.5

AUTHORIZATION AND SIGNATURES

American General Life Insurance Company, Houston, TX

The United States Life Insurance Company in the City of New York, New York, NY

In this application, "Company" refers to the insurance company which was selected on page one.

Authorization to Obtain and Disclose Information and Declaration

I give my consent to all of the entities listed below to give to the Company, its legal representative, American General Life Companies (AGLC) (an affiliated service company), and affiliated insurers all information they have pertaining to: medical consultations, treatments or surgeries; hospital confinements for any physical and mental conditions; use of drugs or alcohol; or any other information; for me, my spouse, or my minor children. Other information could include items such as: personal finances, habits, hazardous avocations, motor vehicle records from the Department of Motor Vehicles or court records, foreign travel, etc. I give my consent for the information outlined above to be provided by: any physician or medical practitioner; any hospital, clinic or other health care facility; any insurance or reinsurance company; any consumer reporting agency or insurance support organization; my employer; or the Medical Information Bureau (MIB).

I understand the information obtained will be used by the Company to determine: (1) eligibility for insurance; and (2) eligibility for benefits under or changes to an existing policy. Any information gathered during the evaluation of my application may be disclosed to: reinsurers; the MIB; other persons or organizations performing business or legal services in connection with my application or claim; me; any physician designated by me; or any person or entity required to receive such information by law or as I may consent.

I, as well as any person authorized to act on my behalf, may, upon written request, obtain a copy of this consent. I understand this consent may be revoked at any time by sending a written request to the Company, Attn: Underwriting Department at P.O. Box 1931, Houston, TX 77251-1931.

This consent will be valid for 24 months from the date of this application. I agree that a copy of this consent will be valid as the original. I authorize AGLC or affiliated insurers to obtain an investigative consumer report on me. I understand that I may request to be interviewed for the report and receive, upon written request, a copy of such report. ☐ Check if you wish to be interviewed.

I have read the above statements or they have been read to me. They are true and complete to the best of my knowledge and belief. I understand that this application shall be the basis for: (1) any policy issued; or (2) changes to the existing policy as requested on this application. I understand that any misrepresentation contained in this application and related forms and relied on by Company may be used to reduce or deny a claim or void the policy, if it is within its contestable period and if such misrepresentation materially affects the acceptance of the risk. I understand and agree that no insurance will be in effect under this application, or under any new policy issued by the Company, unless or until the policy has been delivered and accepted; the first full modal premium for the issued policy has been paid; and there has been no change in the health of any proposed insured that would change the answers to any questions in the application.

I understand and agree that no agent is authorized to: accept risks or pass upon insurability; make or modify contracts; or waive any of the Company's rights or requirements.

I have received a copy of the Notice of Information Practices.

Under penalties of perjury, I certify: (1) that the number shown on this application is my correct Social Security or Tax ID number; and (2) that I am not subject to backup withholding under Section 3406(a)(1)(C) of the Internal Revenue Code; and (3) that I am a U.S. person (including a U.S. resident alien). The Internal Revenue Service does not require my consent to any provisions of this document other than the certifications required to avoid backup withholding. You must cross out item (2) if you are subject to backup withholding and cross out item (3) if you are not a U.S. person (including a U.S. resident alien).

Any person who, with intent to defraud or facilitate a fraud against an insurer, submits an application or files a claim containing a false or deceptive statement may be guilty of insurance fraud.

Special Circumstances - Corporate Ownership: The signature of one officer followed by the officer's title is required. The request must be submitted on: (1) corporate letterhead; (2) or paper with the corporate seal signed by that officer. **Partnership:** Provide the full name of the partnership followed by the signatures of all partner(s), other than the Insured. **Trust:** If the contract is owned by or assigned to a Trustee, Trustee(s) signature are required as instructed by the trust agreement. Validation of Trustee(s) signature may be required.

Chatham *4/20/07*
Signed at (City and State) Date

Jorge A. Hernandez
Signature of Primary Insured (if under age 15, signature of parent or guardian)

Signature of Other Insured (if under age 15, signature of parent or guardian)

Signature of Owner (if other than insured) Signature of Officer and Title (if corporate owned)

Signature of Trustee (if owned by a trust) Agent Signature Date *4/20/07*

Jeffrey Greenberg *8049161 IP*
Agent Name (Printed) State License #

DM000101

EXHIBIT D

MAY/08/2007/TUE 10:34 AM FINANCIAL GROUP

FAX No. 9738127768

P. 002

May 07 2007 15:28

INSURANCE PLANNING CONSUL 19738949264

P-2

Service Cntr 5/7/07 9:32 PAGE 2/2 RightFax



Document Sent by Center Fax

American General Life
Insurance Company

May 02, 2007

JORGE MENDEZ
42 MAPLE STREET
CHATHAM NJ 07928-1933

Contract Number: YM00399650
Insured: JORGE MENDEZ
Contract Owner: JORGE MENDEZ

Dear JORGE MENDEZ:

We received your request to change or restate the above contract.

We are unable to complete your request until such time as the issue(s) below have been resolved:

- Question # 4 on Page 2, Section II - B - must be answered.
- Please use ink then initial and date your change.

We appreciate the confidence you have shown in us and we thank you for your business. If you have any questions, please contact our Customer Service Center.

Sincerely,

CUSTOMER SERVICE CENTER

TAK

Application Enclosed

2077

AXL

American General Life Insurance Company
Member of American International Group, Inc.
Service Center • P.O. Box 4573 • Houston, TX 77216-4573 • 1.800.447.4133 • Fax 713.801.5024

AGLIC 000126

05/19/2007 13:07

INSURANCE PLANNING CONSUL 19749949264

p.3

D. CHILD INFORMATION (Complete information for all children covered by child rider.)

Child Name	Sex	Birthplace (state, country)	Date of Birth
<u>Cassinda Nader</u>	<input checked="" type="checkbox"/> M <input type="checkbox"/> F	<u>Summit, NJ USA</u>	<u>2/20/89</u>
_____	<input type="checkbox"/> M <input type="checkbox"/> F	_____	_____
_____	<input type="checkbox"/> M <input type="checkbox"/> F	_____	_____

E. BILLINGFrequency: ☐ Annual ☐ Semi Annual ☐ Quarterly ☒ Monthly ☐ OtherMethod: ☐ Direct ☐ List bill ☒ Automatic bank draft ☐ OtherPayment Enclosed: ☐ Yes ☐ No Amount _____ Check # _____

Effective date (if applicable): _____

F. BENEFICIARY - The beneficiary at the time the policy was last in force will be continued or reinstated. To change the beneficiary please attach your signed request.**SECTION II:****A. BACKGROUND INFORMATION** - For all covered persons

Complete questions 1 through 8 for all proposed insureds who are covered by this policy. If an answer of yes applies to ANY insured provide details.

1. Tobacco Use: Have you ever used ANY form of tobacco or nicotine products? ☒ Yes ☐ No
If yes, date of last use 10/05
If yes, type and quantity of tobacco or nicotine products used _____
2. Have you ever used cocaine, marijuana, heroin, controlled substances or any other drug, except as legally prescribed by a physician? ☐ Yes ☒ No
3. Have you ever sought or received advice, counseling or treatment by a medical professional for the use of alcohol or drugs, including prescription drugs? ☐ Yes ☒ No
4. Driver's License No.: M25134106108552 State: New Jersey
In the past five years, have you been charged with or convicted of driving under the influence of alcohol or drugs or had any driving violations? ☐ Yes ☒ No
5. In the past five years have you participated in or intend to participate in any flights as a trainee, pilot or crew member? If yes, submit appropriate questionnaire. ☐ Yes ☒ No
6. In the past five years, have you participated in or intend to participate in any hazardous sports such as scuba diving, skydiving, parachuting, ultralight aviation, auto racing, cave exploration, hang gliding, boat racing, mountaineering, extreme sports or hazardous activities? If yes, submit appropriate questionnaire. ☐ Yes ☒ No
7. Do you intend to travel or reside outside the United States or Canada within the next two years? ☐ Yes ☒ No
8. Have you ever requested or received a pension, benefits, or payments because of an injury, sickness, or disability? ☐ Yes ☒ No

Details: _____

B. NON MEDICAL INFORMATION1. Height: 5 ft. 8 in. 2. Weight: 171 lbs. Change of weight in last year? ☐ None Gain: _____ lbs. Loss: 2 lbs.3. Name and address of your personal physician. (Write none if you do not have one.) 908 273-0600Dr. Alterman
Smthrup
Berkeley Hts - Diamond Hill Rd.

4. Date, reason, findings and treatment at last visit: _____

DM000099

EXHIBIT E

MAY/08/2007/TUE 10:34 AM FINANCIAL GROUP

FAX No. 9738127768

P. 001

-Fax Transmission

PGA Financial Group

1680 Route 23 North, Suite 310

Wayne, NJ 07470

Phone: 973.812.7788 Fax: 973.812.7768

From: Victoria Orofino

Date: May 8, 2007

To: Customer Service

Fax # 713-831-3028

Number of Pages (including cover page): 4

RE: Mendez / YM00399650

To Whom It May Concern:

To follow please find the information you requested to re-instate this policy. Please process accordingly, thanks

Please feel free to call with any questions.

Sincerely,


Victoria Orofino
Assistant Director, Regional Marketing

AGLIC 000125

MAY/08/2007/TUE 10:34 AM FINANCIAL GROUP

FAX No. 9738127768

P. 003

May 07 2007 15:18 INSURANCE PLANNING CONSUL 19739949264

P. 2

APR/26/2007/THU 03:11 PM FINANCIAL GROUP

FAX No. 9738127768

P. 002

Apr 26 2007 13:30 INSURANCE PLANNING CONSUL 19739949264

P. 3

Apr 17 2007 13:07 INSURANCE PLANNING CONSUL 19739949264

P. 2



Reinstatement or Reduction of
Premium Rate Application for Life Insurance
New Jersey Version

☒ American General Life Insurance Company, Houston, TX
☐ The United States Life Insurance Company in the City of New York, New York, NY
Attention: Underwriting Department, 100
P.O. Box 4873, Houston, TX 77210-4873

The insurance company checked above is solely responsible for the obligation and payment of benefits under any policy it may issue. No other company shall be responsible for such obligations or payments.

You represent that when completing this form, you are to answer all questions that pertain to your request. Provide details for any information requested "Yes". Properly sign and date. If a separate page is needed to complete the statement, attach to this form and sign and date the separate page(s). Carefully read the attached Notice of Insurance Premiums and keep with your policy.

Policy Number YM00399600 Insured Name Jorge Mendez

☒ Reinstatement or ☐ Reduction of Premium Rate

SECTION 1 - INSURED INFORMATION

A. PRIMARY INSURED

Name Jorge Mendez Social Security # 2471 Sex M P F

Birthplace (state, country) Buenos Aires, Argentina Date of Birth 1/5/52 Age 52

U.S. citizen ☒ Yes ☐ No Date of entry 1/5/52 Visa type Permanent

Address Box 623, 42 Woodlawn Ave, Chatham, NJ 07928

Home Phone (973) 635-1257 Work Phone (973) 635-5153

Email address N/A

Employer A-15 PRINTING, INC. Occupation Partner

Length of Employment 24 yrs Dates Partner

Personal Income \$ 115,000 Household Income \$ 225,000 Net Worth \$ 30,000

Personal Income \$ 115,000 Household Income \$ 225,000 Net Worth \$ 30,000

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04/27/2007 14:48 0695159 5236

AGLIC 000127

EXHIBIT F

SUMMIT MEDICAL GROUP

Chart Note

NAME: MENDEZ ESTATE, JORGE
MRN#: 4801890

DATE: 02/08/2006
DOB: , 1955
Provider: Lloyd Alterman MD

Mr. Mendez is a pleasant Argentinian gentleman, here today for a comprehensive exam. I had seen him in late December when he developed a flu-like illness, which seemed to resolve. I did give him Tamiflu at the time, since his symptoms were quite consistent with a flu-like syndrome. He had a negative throat culture, but unfortunately despite the fact that I took 2 throat swabs from him on that day, he was not tested specifically for the flu.

He has been playing soccer twice per week. He had injured himself several months ago and actually was evaluated for a possible fractured rib in September of 2005, (the rib film was negative). He re-injured the same area recently, and has been having quite a bit of discomfort in that regard.

Mr. Mendez is married, has a teenage daughter who participates in gymnastics and competitive cheerleading. He reports that he was a rather heavy smoker until 3 months ago, when he quit. He denies the use of alcohol. He is a painting contractor.

He plays soccer twice per week, and this is his main form of exercise.

He wears reading glasses. He denies any problems with hearing. He does not see a dentist as often as he should. He denies any issues related to shortness of breath, and the only chest pain he has had has been related to his right ribs. He has also noticed some discomfort in his flank recently. He denies any dysuria. He has had no recent change in bowel habits. He did under go a colonoscopy approximately 1-1/2 years ago, which was clean.

He has no medication allergies.

Today's physical examination reveals that he is 5 feet 8-1/2 inches tall, weighing 175-1/2 pounds. His blood pressure today was 112/72. Pulse 68 and regular. HEENT exam reveals no conjunctival pallor or scleral icterus. Pupils equal, round, and reactive. Ear, nose, and throat exam grossly unremarkable. Neck: Supple without thyromegaly. Chest was clear. Heart reveals a regular rhythm without murmur or gallop. Abdomen: Soft, nontender without masses. No right flank tenderness. On the left flank, there is some punch tenderness of unclear etiology. He has a rectal exam which reveals a normal prostate, guaiac-negative stool. Skin examination reveals a nevus on his left anterior abdomen which is probably congenital, as the patient states he has had it all of his life (it is very atypical in appearance, however, and I am therefore going to ask him to see one of our dermatologist). He has several other nevi which would warrant evaluation as well. He has seen Dr. Silver and is planning to do so again.

I will arrange a chest x-ray (he has not had one since 2003). I have given him a small prescription for Darvocet-N 100 to be used as needed for his severe pleuritic chest pain, as it would appear that he injured the same part of his chest that he had injured in September of 2005. Since his last chest x-ray was in 2003, however, we will get one today. I am also going to arrange an ultrasound of the kidneys given his left flank discomfort.

Chart Note

NAME: MENDEZ ESTATE, JORGE
MRN#: 4801890

DATE: 02/08/2006
DOB: 11/15/1955
Provider: Lloyd Alterman MD

His lipid panel is slightly unfavorable, and I have recommended that he try to maintain a low-fat prudent diet. Patient will be returning to the office in 1 year for a comprehensive exam, or sooner as needed.

Lloyd Alterman, MD

Electronically signed by: Lloyd Alterman MD Feb 9 2006 4:25PM EST

EXHIBIT G

SUMMIT MEDICAL GROUP

Chart Note

NAME: MENDEZ ESTATE, JORGE
MRN#: 4801890

DATE: 04/24/2007
DOB: , 1955
Provider: John Dokko DO

Mr. Mendez comes in today on a problem visit. He comes in because he has had what sounds to be pretty excruciating frontal headaches for the last week or two. Unfortunately, he is not a very good historian. I am not sure if it is because of the language barrier or not. Initially said that the headaches were new. He then told me a minute later that he gets headaches once a month. He told me the headaches were different, but the quality was the same except for the intensity. He has not noted any significant changes to his health prior to the worsening headaches in the last week-and-a-half. He is not on any new medications. He has not stopped anything. He has not changed his diet nor his caffeine intake. He is not drinking alcohol more or less, in fact I do not believe he drinks any. He has no drug use. He does not smoke. He is just very concerned about the headache because it comes about without any inciting event, and can be severe. He will sometimes take a nap to try to make it go away, it does not improve. He has not been taking any medication for it. Fortunately, there has been no photophobia, nausea, vomiting, nor any neurological complaints with it.

He is a professional painter. He has been doing that for 20 years. He has never had a problem with paint fumes in the past. He does note that he has been a little bit more busy. A little bit more active as a result. He has some shoulder pain, but nothing too severe. He does not believe that it is related to his headaches. He comes in to be evaluated for this.

He is 51. Has a history of headaches with worsening. He has no other past medical history. He is not on any meds. He does not have any drug allergies.

On exam, his temperature is 99.1. Respirations are 16. Blood pressure is 126/76 with a pulse of 76. He is sitting comfortably in no distress. He is alert and oriented times three. His conjunctivae are clear. There is no reproducible head pain. His head is normocephalic and atraumatic. His neck musculature is without any significant spasm, but the palpation to the trapezius there is some discomfort. It does not seem to radiate to the frontal headache area. His funduscopic exam is negative for papilledema, hemorrhaging, nor exudates. Neurological exam is nonfocal. Neck is supple. No bruits. No thyromegaly. Lungs are clear. Cardiac Exam is regular. Abdomen is soft and nontender. Extremities are without edema. Finger-to-nose is intact. DTRs are 2+/4. Motor exam is 5/5.

IMPRESSION: Possible tension headaches. Unfortunately, I am not really getting a good history to make a good determination as to whether he has migraines. There was no aura that was noted, but he does note that it is a much more severe headache than he is used to.

Considering poor history, and the severity, I think we need to be more aggressive with his workup. In addition to recommendations for stretching exercises in case it is a tension headache, the use of Tylenol and a prescription for Fioricet if needed, we have made arrangements for an MRI/MRA of the brain with gadolinium to better evaluate. If it is negative and he continues to have headaches despite the medications, we will refer to neurology for that as well as any MRI abnormalities.

John Dokko, DO
Electronically signed by: John Dokko DO Apr 26 2007 8:05AM EST

EXHIBIT H

Summit Medical Group

Radiology Report

NAME: MENDEZ, JORGE
MRN#: 4801890

DATE: 04/27/2007
DOB: , 1955
HCL: BH

Ordering Physician: JOHN DOKKO DO
Diagnosis: HEADACHE
Order: MRI BRAIN W/ GAD
Order Number: 1271045

MR SCAN OF THE BRAIN:

CLINICAL DATA: Headaches.

An MR scan of the brain was done on a 1.5 Tesla magnet. The scans consists of axial pre and postcontrast-enhanced T1-weighted SE sequences, an axial FLAIR sequence, an axial T2-weighted spin echo sequence, and a diffusion sequence. A sagittal FLAIR sequence and sagittal and coronal postcontrast-enhanced T1-weighted SE sequences were also done.

There is a heterogeneously enhancing mass within deep left cerebral hemisphere with left to right crossover. The deep component of this mass measures as great as 5.2 cm in transverse width x 3.2 cm in AP depth. There is a rounded left frontal mass in a paramidline location measuring 3.9 cm x 2.3 cm x 3 cm. There is extensive surrounding edema with compression of the left lateral ventricle. The mass appears to be infiltrating the genu of the corpus callosum. The foremost consideration is a primary glial tumor such as a glioblastoma multiforme.

IMPRESSION: There is a heterogeneously enhancing mass within the left frontal lobe with crossover into the right hemisphere. There is extensive mass effect with surrounding edema and compression of the left lateral ventricle. A glioblastoma multiforme is favored.

Amir Salomon, MD

Electronically signed by: Amir Salomon MD Apr 29 2007 6:52PM EST

"Report Proofread. Films NOT Reviewed"

Signature

Printed By: Isabelle Vittito

DM000096
1 of 1

5/3/07

EXHIBIT I

OTAKAR R. HUBSCHMANN, M.D., F.A.C.S.
JOSEPH M. KOZIOL, M.D., F.A.C.S.
ARTHUR M. GILMAN, M.D.
101 Old Short Hills Road
Suite 409
West Orange, New Jersey 07052

Neurological Surgery

Phone (973) 322-6732
Fax (973) 322-6545

May 4, 2007

RE: MENDEZ, Jorge

OFFICE NOTE:

Mr. Mendez was evaluated in our office on April 30, 2007. This 52-year-old right-handed painter presented with a history of approximately 1-week of progressive headaches. He had a MRI that was completed 2-days ago showing a large left frontal tumor with involvement of the corpus callosum. The patient was placed on steroids and presents here for a consultation.

The patient's past medical history is non-contributory. He has no known allergies.

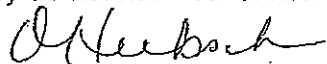
On examination, the patient is an alert, awake and oriented male with a normal speech pattern and normal mentation. He has no neurological deficits. Sensation is normal. Cerebellar testing is normal.

A MRI shows a large left frontal tumor which appears to be bi-focal although it is in all probability the same tumor. The first portion of the tumor is located in the frontal tip while the other one extends further into the corpus callosum and appears to cross to the right side.

My impression is that the patient has a large tumor of all probability a glioblastoma.

I discussed with the patient a biopsy vs. radical resection. -Even though the tumor crosses the midline, I would favor radical resection given the patient's young age and lack of neurological symptoms. I cautioned the family that this may result in the patient's loss of short term memory and flattening of the aspect, although I discussed with the patient the progression of the symptoms if the tumor is not treated aggressively. The patient and his wife asked appropriate questions, which were answered. They will decide how to proceed.

There is apparently an issue of insurance as they may not be allowed to have surgery here since they do not have out of network benefits. The wife will consider her options and decide how to proceed.


Otakar R. Hubschmann, M.D., F.A.C.S.

ORH:jc

Signed by Dr. Hubschmann's notes
to avoid delay in mailing

DM000132

EXHIBIT J



CONTAINS PROTECTED HEALTH INFORMATION - HANDLE ACCORDING TO MSKCC POLICY

**Memorial Hospital for Cancer and Allied Diseases
Surgery Initial Consultation**

Name: MENDEZ, JORGE
Date: 05/02/2007
Attending: PHILIP H GUTIN, MD

MRN: 35163582
Service: NRS
Att MD No: 006395

I saw Mr. Mendez and his wife in my office on May 2nd. They came in with an MRI scan showing a large tumor in the genu of the corpus callosum with a separate satellite nodule in the left frontal tip. This is clearly a glioblastoma.

Mr. Mendez has been without complaints except for headaches which lead to this scan. He has not had any seizures. He has no localizing neurological deficits. His speech is normal. His vision is normal. Cranial nerve examination is normal. There is no hemiparesis.

I had a long discussion with Mr. Mendez and his wife about how to proceed. I suggested a right frontal burr hole and stereotactic biopsy of the corpus callosum mass. He has had another opinion which has suggested a craniotomy and resection of this tumor. I do not think that given the very central location of the corpus callosum component of this tumor that much could be gained without significant risks.

Mrs. Mendez asked me for the names of other physicians who might render an opinion. I gave her those of Dr. Jeffrey Bruce and Dr. Michael Sisti at Columbia.

Report Electronically Signed Out by PHILIP H GUTIN, MD on 05/10/2007 03:43 PM

External CC:

Printed From Optical

8/02.060.72

AGLIC 000521

08/25/2008 11:57 0016081-7471

CONTAINS PROTECTED HEALTH INFORMATION - HANDLE ACCORDING TO MSKCC POLICY

Page: 2
Name: MENDEZ, JORGE

Date: 05/02/2007
MRN: 35163582

08/25/2008 11:57:00 16081 7472

Printed From Optical

AGLIC 000522

EXHIBIT K

4801890

Richard M. Hodosh, M.D., F.A.C.S.



ATLANTIC
BRAIN & SPINE
INSTITUTE

Neurovascular Surgery
Skull Base Tumors
Acoustic Neuromas
Spinal Surgery

99 Beauvoir Avenue
Summit NJ 07902
Telephone 908-522-4979
Fax 908-522-5377
AtlanticBrainandSpine.com

08/25/2008 12:00 0016081 7600

May 4, 2007

John H. Dokko, D.O.
Summit Medical Group
One Diamond Hill Road
Berkeley Heights, NJ 07922

RE: Mendez, Jorge

PRESENT MEDICAL HISTORY: I saw Mr. Mendez in neurosurgical consultation today on May 4, 2007. This gentleman is a 52-year-old right-handed male of Argentinian descent who has been in the usual state of good health until several weeks ago when he began to experience some minor frontal headaches that seemed to be worse in the morning. There are no associated nausea, vomiting, seizures, visual changes or any other neurological signs or symptoms. He saw a physician at the Summit Medical Group, Dr. Dokko, who ordered an MRI because of his complaints of headaches.

PAST MEDICAL HISTORY: Totally unremarkable.

PAST SURGICAL HISTORY: Unremarkable.

ALLERGIES: No known allergies.

MEDICATIONS: The patient has been started on Decodron 4 mg q.i.d. by Dr. Hubschman and Pepcid 20 mg a day.

FAMILY HISTORY: Noncontributory.

SOCIAL HISTORY: He is married. One child who is alive and well. He quit smoking 18 months ago. He rarely drinks.

OCCUPATIONAL HISTORY: He has painting business.

PHYSICAL: Exam today reveals a healthy-appearing male, who is in no acute distress. Examination of his head is unremarkable. Eyes are 2.5 x 2.5 mm round and reactive to light. Extraocular movements are intact. Fundi are benign. There is no evidence of papilledema. Neck is supple. His gait is normal. Toe-heel and tandem walking is satisfactory.

MOTOR: Motor exam is without focal lateralizing weakness.

NEUROLOGICAL: Deep tendon reflexes are 1+ symmetrical. Toes are downgoing. No pathologic reflexes are elicited. The patient's speech is normal. Cognitive function is normal. Cranial nerves II-XII are intact to modalities of testing.

AGLIC 000652

JORGE MENDEZ

-2-

48-01-89-0

5/4/2007

08/25/2008 12:00 0016081 7601

DIAGNOSTIC: I have reviewed the MRI. This study shows an anterior left frontal paramidline mass measuring 3.9 x 2.3 x 3 cm. There is a deeper lesion, which is in the frontal area extending into the region of the corpus callosum and appearing to infiltrate and across the corpus callosum. This lesion measures 5.2 x 3.2 cm. There is significant surrounding edema with slight mass effect from left to right.

IMPRESSION: Probable high-grade glioma left frontal area.

SUGGESTIONS: I discussed the situation with the patient and his wife. Diagnosis should be established here and removal of as much tumor as possible be appropriate. Certainly the anterior frontal region could be removed in toto and the lesion appears to be causing the corpus callosum would not be removed completely if this turned out to be a high-grade glioma at the time of the surgery. This of course would require postoperative radiation and chemotherapy. The patient and his wife understand the risks, hazards and alternatives. They understand the potential complications of the surgery to include, but not be limited to bleeding, infection, the risk of blood-borne diseases, weakness, numbness, personality changes, cognitive changes, visual changes, anesthesia risks, incomplete tumor removal, even potentially death. Despite these risks, the benefits of the surgery are felt to be greater and for that reason they are giving serious consideration to proceeding. They would be in touch with my office in the next several days to let me know whether or not they would like to schedule surgery.

DICTATED BY PHYSICIAN; NOT READ SIGNED BY HIS SECRETARY TO AVOID DELAY IN RECEIPT

Sincerely,


Richard M. Hodosh, M.D., F.A.C.S.

RMH:mt5
cc:Lloyd Alteman, MD



AGLIC 000653

EXHIBIT L

Summit Medical Group

Chart Note

NAME: MENDEZ, JORGE
MRN#: 4801890

DATE: 05/14/2007
DOB: , 1955
Provider: John Dokko DO

Mr. Mendez is here at the request of Dr. Richard Hodosh in a medical clearance for upcoming debulking procedure with biopsy of a newly-noted, large, left frontal mass extending into the right hemisphere.

Mr. Mendez is a 51-year-old gentleman whose past history has been benign until recently. I had seen him in the office for severe, worsening headaches. He had an MRI of the brain obtained, which revealed a large, left hemispheric mass, measuring 3.9 x 2.3 x 3 cm, extending into the right hemisphere, with localized edema and compression of the left lateral ventricle.

His surgical history is unremarkable. He does relate, though, he had a colonoscopy about 6 years ago, and the anesthesia required for that did not pose any problems. Negative family reaction to anesthesia. He notes no history of any bleeding risk.

His current medication regimen includes Decadron which he takes a total of 6 mg in divided doses a day, Ambien 5 mg at night, and Dilantin at an unknown dose 3 times a day.

He has no medication allergies.

He is currently not a smoker. He quit about 18 months ago. He did smoke a pack a day for 20 years, however. He does not drink alcohol regularly. He is married, and is in with his wife today.

His vitals today reveal a temperature of 99. Respirations are 12. Blood pressure is 110/72 with a pulse 68. Repeat temperature at the end of the physical was 97.8.

On exam, his conjunctivae are clear. Funduscopic exam was negative. Neck is supple. Tongue midline. Oral mucosa pink and moist without lesions. Neck is supple without JVDs. Lungs were clear. Cardiac exam was regular with no murmur. Abdomen was nondistended. He had good bowel sounds. Soft and nontender. No masses were palpable. Extremities revealed no clubbing, cyanosis, nor edema. Motor exam was 5/5. Neurological exam was nonfocal. Finger-to-nose was intact. DTRs were 2+/4 to all four extremities.

Lab work is pending. I am also awaiting EKG and chest x-ray.

IMPRESSION: Pending results of the EKG, chest x-ray, and blood work, patient is medically cleared for upcoming biopsy and debulking procedure for a large, left hemispheric mass, with extension to the right hemisphere, with localized mass effect, and edema.

His ASA class is I.

RECOMMENDATIONS: Again, the blood work and the EKG with chest x-ray. Avoid any aspirin. He can continue the medications as before and take the medications with a sip of water on the day of the procedure. Though he has had a longstanding history of tobacco use, he has no pulmonary complaints, and no significant cardiovascular issues, so I do not believe there is any significant cardiopulmonary risk.

Chart Note

NAME: MENDEZ, JORGE
MRN#: 4801890

DATE: 05/14/2007
DOB: 1955
Provider: John Dokko DO

Again, he is given tentative medical clearance for the procedure, pending the results of the above tests, additional recommendations will be made at that time.

John Dokko, DO

CC: Richard Hodosh, MD

Electronically signed by: John Dokko DO May 15 2007 1:05PM EST

08/25/2008 12:00 0016081 7604

Printed By: Carolyn Shepherd

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4/8/08

AGLIC 000656

EXHIBIT M



Overlook Hospital
99 Beaumont Avenue
Summit, NJ 07902
908-522-2189
908-522-2320 (FAX)

DEPARTMENT OF PATHOLOGY

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Jory C. Magilson, MD
Prabha Pai, MD
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Joel A. Roth, MD
Donald Warkentin, PhD

SURGICAL PATHOLOGY REPORT

Name: **MENDEZ, JORGE**
DOB: **955 51 Y M**
Location: **BDSCH**
Room: **528**
Physician: **RICHARD HODOSH, M.D.**
Pathologist: **JOHN-PAUL BOUFFARD, M.D.**

Accession No.: **OSP-07-06204**
MRN: **B00944554**
Account No.: **B0713200135**
Procedure Date: **05/17/2007**
Date Received: **05/17/2007**
Sign Out Date: **05/22/2007**

Copies To:
THERAPY OH RADIATION
REGISTRY OH TUMOR
MICHAEL GRUBER, M.D.

DIAGNOSIS:

- 1-3) BRAIN, LEFT FRONTAL LOBE TUMOR, RESECTION:
- GLIOBLASTOMA MULTIFORME, WHO GRADE 4.
- SEE MICROSCOPIC DESCRIPTION.

CPT: 88307 x3, 88331

CLINICAL INFORMATION:

PRE OP DX: Left Frontal Tumor.
OP PROCEDURE: Left Frontal Stealth Craniotomy for Excision of Tumor.

SPECIMEN(S) SUBMITTED:

- 1 BRAIN TUMOR
- 2 BRAIN TUMOR
- 3 BRAIN TUMOR

INTRAOPERATIVE CONSULTATION:

IFSA: Gemistocyte-rich astrocytoma, probably high grade. JB.

GROSS DESCRIPTION:

Specimen #1 is labeled "left frontal tumor". The specimen is received fresh for immediate consultation. The specimen consists of portions of tan tissue measuring 1.2 x 1 x 0.3 cm in aggregate size. The specimen is submitted in toto in one cassette and one frozen section cassette. JPB/ji/t

Specimen #2 labeled "Cusa contents". The specimen is received in formalin and consists of multiple fragments of soft pink tan tissue measuring 6.5 x 6 x 1.5 cm in aggregate size. Two cassettes submitted.

Specimen #3 labeled "left frontal tumor". The specimen is received in formalin and consists of three portions of brain tissue together measuring 6.5 x 4.3 x 3.3 cm in aggregate size. On sectioning the cut surface is gray tan and white. Six cassettes submitted. JPB/ji/jw

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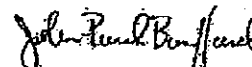
AGLIC 000254

OVERLOOK HOSPITAL
SURGICAL PATHOLOGY REPORT

Name:	MENDEZ, JORGE	Accession No.	OSP-07-06204
Location:	BDSCH	MRN	B00944554

MICROSCOPIC DESCRIPTION:

All three specimens show similar features, although the diagnostic areas are most easily identified in specimen 3. Sections show an infiltrative astrocytic neoplasm with a prominent gemistocytic component. There is marked nuclear pleomorphism, easily identified mitotic figures, pseudopalisading necrosis, and vascular proliferation with endothelial hyperplasia. These features correspond to a glioblastoma multiforme, WHO grade 4.



JOHN-PAUL BOUFFARD, M.D.

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